



AGENDA  
CITY COMMISSION MEETING  
COMMISSION CHAMBERS, CITY HALL  
MONDAY, MAY 11, 2015 5:30 PM

1. CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. PROCLAMATIONS:

3. PRESENTATIONS:

A. Natural Gas Public Awareness Training

4. CONSENT AGENDA:

Routine items are placed on the Consent Agenda to expedite the meeting. If the Commission/Staff wish to discuss any item, the procedure is as follows: (1) pull the item(s) from the Consent Agenda; (2) vote on remaining items with one roll call vote, (3) discuss each pulled item and vote by roll call

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held April 27, 2015

B. PURCHASING ITEMS:

C. RESOLUTIONS:

1. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the City Manager and City Clerk to execute a grant agreement with Lake County Water Authority for the Lake Griffin Stormwater Improvement Project; and providing an effective date.
2. Resolution of the City Commission of The City of Leesburg, Florida, authorizing the City Manager and City Clerk to execute a grant agreement with Lake County Water Authority for the Heritage Estates Stormwater Park project; and providing an effective date.
3. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Memorandum of Agreement with the Lake County

Supervisor of Elections to provide an Early Voting site for the 2015 Special Election at the Leesburg Public Library, and providing an effective date.

4. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Memorandum of Agreement with the Lake County Supervisor of Elections for Leesburg Polling Places, Precinct #50 and Precinct #10, for the Special Election to be held on November 3, 2015; and providing an effective date.
  5. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an interlocal agreement between Lake County Government and the City of Leesburg to form a consortium to participate in the HOME Investment Funds for Affordable Housing; and providing an effective date.
  6. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an agreement with Property Renovations & Construction LLC for the Fire Station 4 Roof Replacement project for the amount of \$36,700.00; and providing an effective date.
  7. Resolutions authorizing execution of Task Orders 3 & 4 with DRMP for Stormwater Improvement projects identified in the City's Stormwater Master Plan.
    - A. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Task Order Number 3 with DRMP, Inc. for professional engineering services for the Heritage Estates Stormwater Park for an amount not to exceed \$63,446.00; and providing an effective date.
    - B. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute Task Order Number 4 with DRMP, Inc. for professional engineering services for the Lake Griffin Stormwater Improvements for an amount not to exceed \$59,811.00; and providing an effective date.
  8. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute an agreement with All-In Construction Services, LLC for the Venetian Gardens Picnic Pavilion project for the amount of \$39,844.00; and providing an effective date.
5. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:
- COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW) AVAILABLE
- A. Second reading of an Ordinance rezoning approximately 65 acres of land generally located at the northeast corner of US Highway 441 and Radio Road, owned by Lake Square Mall Properties, LLC (Lake Square Mall - Viaport)
  - B. Second reading of an Ordinance rezoning approximately 2.69 acres of land generally located on the north side of US Highway 441, north of Leesburg International Airport (Conway Plaza - Lenizo Ventures)

- C. Second reading of an Ordinance vacating approximately 0.23 acres of right of way, generally located on South 1st Street from West Magnolia Street to the Magnolia Trail. (City of Leesburg)
  - D. First Reading of an Ordinance Amending the City of Leesburg Discrimination Policy
  - E. First Reading of an Ordinance Amending the City of Leesburg Fair Housing Policy
  - F. Resolution authorizing a window of expanded retiree health insurance eligibility to employees eligible for early retirement
6. INFORMATIONAL REPORTS:  
The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.
- A. Miscellaneous Accounts Receivable Customers with City Attorney
  - B. Expected Write-offs as of March 2015
  - C. Report of Receipts and Disbursements by Fund March 2015
  - D. City Manager Contingency Fund
7. CITY ATTORNEY ITEMS:
8. CITY MANAGER ITEMS:
9. PUBLIC COMMENTS:  
This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Issues brought up will not be discussed in detail at this meeting. Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.
10. ROLL CALL:
11. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.





**MINUTES OF THE CITY COMMISSION MEETING  
MONDAY, APRIL 27, 2015**

The City of Leesburg Commission held a regular meeting Monday, April 27, 2015, in the Commission Chambers at City Hall. Mayor Dennison called the meeting to order at 5:30 p.m. with the following members present:

Commissioner Bob Bone  
Commissioner John Christian  
Commissioner Jay Hurley  
Commissioner Dan Robuck  
Mayor Elise Dennison

Also present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Fred Morrison, the news media, and others.

Deputy City Manager Mike Rankin gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America.

PROCLAMATIONS: None

**CONSENT AGENDA:**

**Items pulled for discussion:**

4.C.2 – Construction services change order number 1 with Inducon Corporation

4.C.3 – Agreement with Lake County for the Distribution of Local Government Infrastructure Surtax

Commissioner Christian moved to adopt the Consent Agenda except for 4.C.2 and 4.C.3 and Commissioner Robuck seconded the motion.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Mayor Dennison	Yes

Four yeas, no nays, the Commission adopted the Consent Agenda, as follows:

**CITY COMMISSION MEETING MINUTES:**

Regular meeting held April 13, 2015

**PURCHASING ITEM:**

Purchase request from Public Works Water Division for services and material to rebuild water well #16 to Rowe Well Drilling for a total project cost of \$32,841.

**RESOLUTION 9584**

Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an agreement with the Lake County Tax Collector for Fire Assessment fee collection; and providing an effective date

**ADOPTED RESOLUTION 9585 EXECUTING A CONSTRUCTION SERVICES CHANGE ORDER NUMBER 1 WITH INDUCON CORPORATION FOR AN AMOUNT OF \$15,760.00**

Commissioner Christian introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONSTRUCTION SERVICES CHANGE ORDER NUMBER 1 WITH INDUCON CORPORATION FOR AN AMOUNT OF \$15,760.00; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Christian moved to adopt the resolution and Commissioner Robuck seconded the motion.

Mayor Dennison requested comments from the Commission and the audience.

Commissioner Christian stated the way he reads this is staff knew there was going to be additional work required for this project.

Public Works Director (PWD) DC Maudlin stated yes, that is correct.

CM Minner stated staff knew there were cracks in the tank but until it was drained, cleaned, and inspected, did not know how many.

Commissioner Robuck stated he reviewed the original bid and not only were they the low bidder, but they were the low bid on these two items. He thinks the Purchasing department and Public Works staff did a really great job on doing a unit bid, and he would really like to see this done more so if there are change orders at least we know we are getting the lowest price and the change orders are not used to bump up the total price.

Don Lukich stated every construction project in this city has a change order and asked why. He thinks the city needs to get a handle on this and have someone out to look into it with more detail.

Mayor Dennison stated in this case, staff could not do a complete bid until the water was drained out of the system and it was further investigated.

Mr. Lukich stated he is not disputing it, but asked why every construction project in this city for years has a change order. He stated it is either a staff problem in the bidding or it is an under bidding situation. He understands there can be some hidden items, but not on every project.

PWD Maudlin stated for this specific case, at the time of design the tank was full of waste, could not be examined and for this reason staff expected a change order.

The roll call vote was:

Commissioner Christian      Yes

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Commissioner Bone	Yes
Commissioner Robuck	Yes
Mayor Dennison	Yes

Four yeas, no nays, the Commission adopted the resolution.

### **ADOPTED RESOLUTION 9586 AGREEMENT WITH LAKE COUNTY FOR THE DISTRIBUTION OF LOCAL GOVERNMENT INFRASTRUCTURE SURTAX**

Commissioner Robuck introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH LAKE COUNTY FOR THE DISTRIBUTION OF LOCAL GOVERNMENT INFRASTRUCTURE SURTAX; AND PROVIDING AN EFFECTIVE DATE

Commissioner Robuck moved to adopt the resolution and Commissioner Christian seconded the motion.

Mayor Dennison requested comments from the Commission and the audience.

Commissioner Hurley arrived at 5:37 p.m.

Commissioner Robuck pointed out the county is taking in money and allocates the sale tax based on population. Leesburg, again because of the way it is designed and we cannot do anything about it, is kind of on the short end of the stick because it has more businesses than other cities but less people live here. Clermont has more people living there but very few of them work there, so they are going to get a bigger slice of the pie. Commissioner Robuck just reminded everyone when talking to people in the county to remember that the sale tax issue is another area where Leesburg is not receiving what it should.

The roll call vote was:

Commissioner Bone	Yes
Commissioner Hurley	Yes
Commissioner Robuck	Yes
Commissioner Christian	Yes
Mayor Dennison	No

Four yeas, one nay, the Commission adopted the resolution.

### **ADOPTED ORDINANCE 15-14 ANNEXING APPROXIMATELY 1.66 ACRES OF LAND GENERALLY LOCATED ON THE WEST SIDE OF CR 473 AND SOUTH OF PINE RIDGE ROAD FOR PROPERTY OWNED BY LEW PROPERTIES, LLC. (THE PHARMACY)**

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City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 1.66 ACRES AND BEING GENERALLY LOCATED ON THE WEST SIDE OF CR 473 AND SOUTH OF PINE RIDGE ROAD, LYING IN SECTION 24 TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, WHICH IS LOCATED WITHIN THE INTERLOCAL SERVICE BOUNDARY AGREEMENT AREA OF THE CITY OF LEESBURG AND LAKE COUNTY FLORIDA, PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 1; AND PROVIDING AN EFFECTIVE DATE (The Pharmacy).

Commissioner Christian moved to adopt the ordinance and Commissioner Robuck seconded the motion.

Mayor Dennison requested comments from the Commission and audience. There were none.

The roll call vote was:

Commissioner Hurley	Yes
Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission adopted the ordinance.

**ADOPTED ORDINANCE 15-15 SMALL SCALE COMPREHENSIVE PLAN AMENDMENT ON APPROXIMATELY 1.66 ACRES WEST OF CR 473 AND SOUTH OF PINE RIDGE ROAD FOR LEW PROPERTIES, LLC (THE PHARMACY)**

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City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF LEESBURG, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 1.66 ACRES, BEING GENERALLY LOCATED ON THE WEST SIDE OF CR 473 AND SOUTH OF PINE RIDGE

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ROAD, LYING IN SECTION 24, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, FROM LAKE COUNTY URBAN MEDIUM DENSITY TO CITY OF LEESBURG TRANSITIONAL; AND PROVIDING AN EFFECTIVE DATE. (The Pharmacy)

Commissioner Christian moved to adopt the ordinance and Commissioner Hurley seconded the motion.

Mayor Dennison requested comments from the Commission and audience.

Commissioner Bone stated this property is surrounded by residential on the north, south, and west sides and a church on the opposite side.

Planning and Zoning Manager (PZM) Dan Miller stated that is correct. This is an existing pharmacy on the east side of CR 473 and they are in the process of purchasing this property and want to annex, rezone and comp plan into the city to build a new pharmacy there. This area along CR 473 in the Lake County comp plan is all zoned for residential uses and 473 is not an area that needs to be all residential given the size of the road and amount of traffic; it is much more of a commercial type road. Planning did not receive any objections on this from the surrounding property owners and city utilities are available.

Commissioner Christian stated the owner's daughter-in-law told him their current location is inundated with customers so they are really looking to expand the business.

PZM Miller stated yes, this is actually a successful business man who does want to expand and the way to get utilities is to be in the city of Leesburg.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Hurley	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission adopted the ordinance.

**ADOPTED ORDINANCE 15-16 REZONING 1.66+/- ACRES FROM LAKE COUNTY R-6 (URBAN RESIDENTIAL) TO CITY SPUD (SMALL PLANNED UNIT DEVELOPMENT) FOR LEW HOLDINGS, LLC (THE PHARMACY)**

City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 1.66 ACRES GENERALLY LOCATED ON THE WEST SIDE OF CR473, SOUTH OF PINE RIDGE ROAD, LYING IN SECTION 24, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, FROM LAKE COUNTY R-6 (URBAN RESIDENTIAL) TO CITY SPUD (SMALL PLANNED UNIT

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DEVELOPMENT); AND PROVIDING AN EFFECTIVE DATE. (The Pharmacy)

Commissioner Hurley moved to adopt the ordinance and Commissioner Bone seconded the motion.

Mayor Dennison requested comments from the Commission and audience. There were none.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Hurley	Yes
Commissioner Robuck	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission adopted the ordinance.

### **FIRST READING OF AN ORDINANCE REZONING APPROXIMATELY 65 ACRES OF LAND GENERALLY LOCATED AT THE NORTHEAST CORNER OF US HIGHWAY 441 AND RADIO ROAD, OWNED BY LAKE SQUARE MALL PROPERTIES, LLC (LAKE SQUARE MALL - VIAPORT)**

Commissioner Hurley introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 65 ACRES GENERALLY LOCATED AT THE NORTHEAST CORNER OF US HIGHWAY 441 AND RADIO ROAD, LYING IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, FROM C-3 (HIGHWAY COMMERCIAL) TO PUD (PLANNED UNIT DEVELOPMENT); AND PROVIDING AN EFFECTIVE DATE. (Lake Square Mall - ViaPort)

Mayor Christian requested comments from the Commission and the audience.

Commissioner Robuck stated he had a couple issues but has since talked with PZM Miller if he would like to fill the others in.

PZM Miller stated they did have some discussion on the content of the PUD ordinance in reference to the residential permitted uses. He and Mr. Beliveau met earlier today and came up with some wording they believe will satisfy the concerns. Basically residential uses would not exceed a percentage of the site and they would have to come before this Commission for a Planned Unit Development amendment in order to have them.

Greg Beliveau, LPG, agreed they would need to bring this back showing where the residential units are going and how they are being addressed so it does not impact the property.

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Commissioner Robuck stated he is in favor of some general residential uses, but is just concerned about what type of residential could potentially go in. He would also like to see the word permanent removed and asked if this could come back at the second reading with those amendments.

CM Minner stated yes.

Mr. Beliveau stated they have no problem with removing permanent and adding section D with the residential qualifier.

### **FIRST READING OF AN ORDINANCE REZONING APPROXIMATELY 2.69 ACRES OF LAND GENERALLY LOCATED ON THE NORTH SIDE OF US HIGHWAY 441, NORTH OF LEESBURG INTERNATIONAL AIRPORT (CONWAY PLAZA - LENIZO VENTURES)**

Commissioner Robuck introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 2.69 ACRES GENERALLY LOCATED NORTH OF US HIGHWAY 441 AND NORTH OF LEESBURG INTERNATIONAL AIRPORT, LYING IN SECTION 01, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, FROM CIP (COMMERCIAL INDUSTRIAL PLANNED) TO SPUD (SMALL PLANNED UNIT DEVELOPMENT); AND PROVIDING AN EFFECTIVE DATE. (Conway Furniture, Cenizo Ventures LLC)

Mayor Dennison requested comments from the Commission and the audience.

Commissioner Christian asked if this is to provide medical.

PZM Miller stated yes. The current zoning on the property is CIP, Commercial Industrial Planned, which is considered an inactive district; you can no longer zone into it but can zone out of it. Within the CIP zoning the type of use requested, a medical use for kidney dialysis would not be permitted so staff requested they come in with a rezoning. The reason for this is because the property was originally constructed as a furniture store which has lower parking requirements than standard retail stores because the furniture takes up so much space within the building. Basically rezoning to get medical and dental, some educational, and day care, things which generally do not take up a whole lot of parking and then any retail uses that can meet the parking standards as required. Staff thinks this is a good common sense solution and will allow this building to be leased and put back into service.

### **FIRST READING OF AN ORDINANCE VACATING APPROXIMATELY 0.23 ACRES OF RIGHT OF WAY, GENERALLY LOCATED ON SOUTH 1ST STREET FROM WEST MAGNOLIA STREET TO THE MAGNOLIA TRAIL. (CITY OF LEESBURG)**

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Commissioner Bone introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, VACATING A PORTION OF RIGHT OF WAY APPROXIMATELY 25' BY 400' (0.23 AC), SAID PROPERTY GENERALLY LOCATED ON SOUTH 1<sup>ST</sup> STREET, SOUTH OF WEST MAGNOLIA AND NORTH OF THE MAGNOLIA TRAIL, LYING IN SECTION 26, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (City of Leesburg)

Mayor Dennison requested comments from the Commission and the audience.

Commissioner Christian asked if the easement issue in regards to the electric and water has been resolved.

PZM Miller stated there probably are utilities underneath this property and as a part of this they will have to provide easements to allow the city to get in and actually do any work should it become necessary in the future. This property is at the corner of west Magnolia and 1<sup>st</sup> Street, right between Gerry Galbreath's seed store and the Magnolia Oyster Bar and then runs south into the trail. There is no public need for this property. This was originally brought up by a home owner down on South Palmetto to purchase some property on the other side of this platted street; it does exist as a platted street but it has never been used. If the city vacates it then Mr. Jones, who lives at the end of the street, can combine the lots and get more use out of his property. The city would then have no need to repair the street because it is only used for private purposes as it has been for many years. The city essentially gets this off its books and will not have to repair it other than for any utilities which are normally done anyway.

Commissioner Christian stated if vacated and the homeowner now owns the road, just like discussed in Carver Heights the city did not want to pave streets. Once this road is given to a private owner is staff comfortable he is not going to dig holes, bust water lines, or mess with electric.

CM Minner stated yes; however, this is the reverse of the situation in Carver Heights where the city owned the street and was not maintaining it. In this case the city is turning the street over so it becomes private and will go on the tax rolls. Also, those public infrastructures go in the easements so it is then incumbent on the property owner or business to call dig right, do the right steps, and if they bust up the utilities it is going to be their issue not on the city.

### **ADOPTED RESOLUTION 9587 AGREEMENT WITH SAWCROSS, INC. FOR THE PLANTATION WATER TREATMENT PLANT EXPANSION CONSTRUCTION SERVICES PROJECT**

Commissioner Hurley introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:



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RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH SAWCROSS, INC. FOR THE PLANTATION WATER TREATMENT PLANT EXPANSION CONSTRUCTION SERVICES PROJECT FOR THE AMOUNT OF \$3,219,000.00; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Robuck moved to adopt the resolution and Commissioner Christian seconded the motion.

Mayor Dennison requested comments from the Commission and the audience.

Commissioner Robuck stated the difference between the first and second bid was \$68,000 and staff is asking for a \$200,000 contingency. He would like to see the contingency amended to \$70,000 because if they go over the bid difference he would like to know about it and discuss any issues.

PWD Maudlin stated staff is okay with that.

Mayor Dennison asked when the city expects to recover the expense from Plantation.

PWD Maudlin stated this is a bond funded project that needs to be done and they have not calculated what the individual payback period is for this project.

Commissioner Robuck moved to amend the contingency amount to \$70,000 instead of the listed \$200,000 and Commissioner Christian seconded the motion.

The roll call vote on the amendment was:

Commissioner Bone	Yes
Commissioner Hurley	Yes
Commissioner Robuck	Yes
Commissioner Christian	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission adopted the amendment.

The roll call vote for the resolution was:

Commissioner Hurley	Yes
Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission adopted the resolution.

**ADOPTED RESOLUTION 9588 RENEWAL RENTAL AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF LEESBURG AND SUNAIR AVIATION, INC**

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Commissioner Hurley introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A RENEWAL RENTAL AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF LEESBURG AND SUNAIR AVIATION, INC. FOR MANAGEMENT OF TIE-DOWN SPACES AT LEESBURG INTERNATIONAL AIRPORT; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Christian moved to adopt the resolution and Commissioner Hurley seconded the motion.

Mayor Dennison requested comments from the Commission and the audience.

Commissioner Hurley asked what these are leased for.

Airport Manager (AM) Tracey Dean stated she believes it is a case by case basis.

CM Minner stated a typical tie down fee is going to range anywhere from \$10 to \$15 daily and if monthly somewhere around \$50 to \$75. The city does not have a specific issue with tie downs, but the tandem service just becomes one that is difficult for staff to handle because there is so much traffic coming in and out; it would require more work than the value. The city has a very reasonable set up with Sunair, and because they function more of the FBO at the airport, it just really becomes more of an easier set up for the airport to sub lease that out to Sunair. The city did shuffle around some tarmac spaces to keep all the existing tenants happy.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Hurley	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission adopted the resolution.

### **ADOPTED RESOLUTION 9589 FIRST AMENDMENT TO THE LEASE BETWEEN THE CITY OF LEESBURG AND WIPAIRE, INC**

Commissioner Robuck introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A FIRST AMENDMENT TO THE LEASE BETWEEN THE CITY OF LEESBURG AND WIPAIRE, INC. FOR

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### THE PURPOSE OF ADDING TIE-DOWN SPACES; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Robuck moved to adopt the resolution and Commissioner Bone seconded the motion.

Mayor Dennison requested comments from the Commission and the audience.

Commissioner Hurley stated it looks like the city is getting about \$10 a month for these.

CM Minner stated yes, and there was some discrepancy in some of the leases also on what frontage area goes to what tenant but staff thinks this is a fair and equitable way to square up what tie downs belong to who on that front tarmac.

Commissioner Robuck stated Wipaire has a new manager who seems very optimistic about their future and growth. He thinks this is a good thing to prepare for.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Hurley	Yes
Commissioner Robuck	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission adopted the resolution.

### **PRESENTATION:** Citizen Recognition

Chief Hicks presented the Leesburg Police Department Meritorious Service Award to Jerome Michael Fremeau in recognition of outstanding meritorious service for risking his personal safety to stop a purse thief on March 8, 2015. Mr. Fremeau's quick action resulted in the arrest of the criminal suspect and a safe return of property to the victim.

### **INFORMATIONAL REPORTS:** None

### **CITY ATTORNEY ITEMS:** None

### **CITY MANAGER ITEMS:**

**CM Minner** thanked all city employees for doing a fantastic job this year with Bikefest, which from the city side went off very smoothly; set up, tear down, clean up, everything. It was pretty much an uneventful weekend which is a good thing.

### **PUBLIC COMMENTS:** None

### **ROLL CALL:**

**Commissioner Hurley** thanked the Commission, staff, and community for all their support for this mother stating she has been moved from the Orlando Cancer Center to

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the Moffitt Cancer Center in Tampa. Her cancer is very rare, there have only been two cases of it here in 28 years, and there is no treatment for it but Moffett has a doctor in Canada who they are hoping has something that might slow it down. He really appreciates the support and prayers everyone has given. **Commissioner Hurley** asked when the city passed its new code enforcement ordinance was it not that businesses selling stuff outside their buildings, like thrift stores, etc., had to put all merchandise back inside at night except for those allowed like Home Depot or Lowes. **CA Morrison** stated he believes that is correct. **CM Minner** stated he will get back with Commissioner Hurley on the issue.

**Commissioner Bone** stated the Recreation department just finished the baseball season and he thanked them for everything they did for our youth. He stated the new signs at the sport complexes, Sleepy Hollow and Susan Street, look good and he appreciates it.

**Commissioner Christian** commended our city and thinks Leesburg represented itself well during Bikefest; a lot of people came to town and great and positive things were said about the city of Leesburg. He thinks downtown looks great at 12<sup>th</sup> Street with the palm trees; excellent job by staff. He took a quick look at the capital improvements for Susan Street and knows the lights were done last year and some sidewalks. He asked for an update on what is coming next. **Recreation Director (RD) Travis Rima** stated the first phase of the sidewalk project is completed and there are more sidewalks to connect all sides of the Susan Street complex together. The next part is the fences for all of the baseball fields; the bids came in much higher than budgeted, so they are being re-engineered and put out again for bid. This will be the phase for this year. He and PWD Maudlin are setting up a meeting to start reviewing what will be done for phase II within the plan and will try to accomplish it much earlier in the year next year before the programs start. **PWD Maudlin** stated because this project also includes taking down the two concrete dug outs on field one staff has been going through all the dugouts and they have one field left to replace the dugout roof and put new screens around. The Commission approved a city wide rest room rehab project for funding; the rest rooms at Susan Street, unfortunately they are what they are, but if nothing else we will improve the ventilation, replace the fixtures, and fix the shabby looking doors on the facilities. Next year, as part of the budget process on the draft level, they have put in the new concessions building and restroom facilities. He stated staff has also applied for grants on the south side wooded area, the master plan calls for trail construction with some picnic areas and other stuff. We are waiting to hear what happens with the grant application. **Commissioner Hurley** stated he does not know if anyone has spoken to Bennett Walling but Bennett is proposing to donate property behind Palm Plaza to the Boys and Girls Club, which he believes butts right up to the Susan street apartments, for them to build their new building because it ends into the trail and would be right next to the Susan Street complex and right around from the gymnasium. He stated someone might want to contact Freddie Williams because he would hate for the city to do stuff now and then the club comes in and stuff has to be ripped up. **Commissioner Christian** thinks sometimes the Commission approves a plan, a few years go by and the public does not hear about the plan so it looks like nothing is happening when things are in the works. He thinks every now and then an update is needed on what is happening, time frames, when grants should be approved, and what other community groups are trying to do things similar to the city, so the public can be aware that we are not just sitting on our hands. He thinks Leesburg has some of the best facilities in Lake County; the only city to

## MINUTES OF THE CITY COMMISSION MEETING MONDAY, APRIL 27, 2015

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have its own gymnasium this size, two swimming pools, two baseball fields, Sleepy Hollow and Susan Street, and of course Pat Thomas and Canal Street, but the city does not showcase what it has. He thanked the city manager for getting a sign because people came to our city that did not know the city owned these facilities; it is the small things we take for granite because we go to them all the time. He thinks these are the type things staff has to bring to the Commission so we can make proper budgetary adjustments to make sure our children and families are not interacting with inadequate facilities.

**Commissioner Robuck** thanked city staff and the Partnership and everyone who put on Bikefest; it was a great event. He stated in speaking of updates, the number one item on the Venetian Gardens plan that people wanted was a restaurant and he would like an update on where staff is on getting out the RFP. **Commissioner Hurley** stated he thinks it stalled because we were trying to figure out the location because phase two was going to be based on if a new community center or something like that was needed. **CM Minner** stated there are probably a number of reasons why it stalled, and probably the biggest one is it stalled on his desk, so he will get back with Commission and try to get it moving again. **Commissioner Robuck** stated if going to do something different with the Marina he thinks this would be a perfect time to discuss that as well. **Commissioner Robuck** stated the Airport Advisory Board has a meeting coming up so he would like to appoint Byron Oldham as his representative.

**Mayor Dennison** stated the March monthly report says under Finance that Fiscal Year 2015 will have a bunch of major capital projects. In all the graduate schools, accounting and everything else she has had, she does not ever remember a bunch and asked that this be enumerated in future. Mayor Dennison asked for an update on Venetian Isles. **CM Minner** stated there are about 10 families left out of the 24 there when the city acquired the complex and the incentive portion is getting to the end. If you recall, if families left by the end of March the city helped with some moving expenses and if they left by end of April they were given two months free rent. At this stage not sure whether any more families will be leaving so staff will working on collecting rent and will get out a reminder notice to everybody by July 1 that we will proactively make sure all the leases are done and all families have moved out. The city is now in the process of procurement for demolition and a few weeks ago, PWD Maudlin had an informational meeting with all interested contractors to ask questions and the bid on that closes tomorrow; asbestos removal as well as demolition. Staff will get that contract to the Commission as soon as it is reviewed which will probably be one of the meetings in May and hopefully move forward with the demolition process started by August 2015. **Mayor Dennison** congratulated Tom Wilcox, Adult Services Librarian, for being selected as a recipient of the 2015 Charlotte Freels Duvall Librarian scholarship. This just keeps supporting the fact Leesburg has one of the greatest Libraries in Florida. **Mayor Dennison** said the Kiwanis club wants to make a sizable donation for Rogers Park and if necessary the splash park and needs a schedule prior to the end of the year so that there are matching funds available from national. **CM Minner** said the splash park is pretty much on schedule with preliminary staff designs and staff will get some of those updates to the Parks and Recreation committee in the next several weeks and then before the Commission. As we move into the budget process staff will also be dealing with updating budget numbers to make sure there are enough funds. He stated the playground equipment at Kids Korner is really becoming an issue on a staff level and he does not want to go into too much detail at this time, but thinks this is something we probably

need to move up in terms of getting some investments. As far as the Kiwanis, there are probably a couple more months before some preliminary budget numbers are put together and once at that stage staff can get with the Kiwanis on some details as how to move forward, but his guess is probably would not see any need for cash to change hands or get into agreements until later this fall. Staff is trying to get everything set up so once we have the demolition of Venetian Isles we can move into the next phase which would be construction of the splash pad as well as tackling the play equipment which really is going to become a fiscal year 16 issue. **Commissioner Robuck** stated he was under the opinion the Kids Korner group was raising funds for the playground if the city completed the splash park. It was talked about in several meetings that they just needed a piece of land and a commitment from the city and they were going to raise all the money. He stated this is the first he has ever heard of the city paying for the playground equipment. **CM Minner** stated this is the first to hear about this and it was his intention to get this disclosed and discussed more before the Commission commits to anybody in the budget process and is being sketchy on details because he does not want a liable type situation. The bottom line is the playground equipment is getting to be in disrepair quickly and the city is doing its dead level best to make sure it is safe for the kids. There are some areas on the old apparatus where staff has closed it off because they do not think it can be repaired and the condition of Kids Korner is expedientially deteriorating faster than anticipated. There are groups out there, Kiwanis is good for a contribution, but there are also other groups who have talked about contributions and whether the city sees the levels of money talked about or anticipated at our time schedule is to be determined. He thinks what the city is going to end up talking about more significantly this summer is demolition of the play equipment and then how quick we want to replace it. He and PWD Maudlin have been working to a) procure grants, right now have about a \$400,000 FERBA grant in and just waiting for word probably June or July time frame; b) looking to budget some funds from the city for fiscal year 2016, to match grant money; and c) figure out what kind of community money involved. **Commissioner Hurley** stated 1) the city did agree to pay something towards Kids Korner; 2) he thought the group was working on a grant, which is why they needed a specific location; and 3) Disney World donated \$150,000 play ground to Clermont and is now looking to donate a second one. He knows Disney likes to have some exposure and credit but for \$150,000 the city could put Mickey Mouse on anything they want, so there are some possibilities of some additional funds that might help expedite this a little sooner than scheduled if someone can do the leg work. **Mayor Dennison** stated with all the reporting done this weekend about how big Bikefest is and it is the biggest event in Lake County and brings in all these millions of dollars, why is Leesburg over passed all the time by the county on the tourist dollars, the heads in beds money. This can be used for the new work at Venetian Gardens and she thinks it is time the county stepped forward to give us some of those tourist dollars. The city does this every year and they get millions out of us, but we never see any of that money coming back. **Commissioner Robuck** agrees Mayor Dennison makes an excellent point. **Commissioner Christian** thinks it is more on the city telling the county we have a project and asking for some money as opposed to the county saying we have to give you money. He thinks the playground and the splash park is a Leesburg opportunity to make sure they look like Leesburg and yes we would like the community involved but we have to be the one to say this is going to look like something for all Leesburg. He thinks staff needs to get with the community to find out whether Disney or Kaboom, who also builds playground equipment, can get around this project; not to just wait, we need to know where everyone is and if we want to take this project over get



## **MINUTES OF THE CITY COMMISSION MEETING MONDAY, APRIL 27, 2015**

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moving and get it done. He would hate to see the playground torn down in a Venetian Gardens phase that has been talked about for three years and not be able to put a playground back up. **Mayor Dennison** is in full agreement but really wants to see Leesburg get some of that county money back because it is fair play. She stated she had the opportunity to go the Mall yesterday evening and see the photo display in the community room, Faces of Florida, which Joe Iozzi, one of our own Police officers, is part of. She urged everyone to go and see those pictures and rights ups. She also stated Ronald Williams, owner of the Dancing Dance Studio in the Mall, located right next to where JC Penny use to be, held a special event last night and they did a phenomenal job. The event was for the Wounded Warriors project and he was able to raise over \$2,300 which will be going to the Wounded Warriors. He did not do it for glory or anything, he just did it because he felt he had to; another Leesburg hero.

### **ADJOURN:**

Commissioner Christian moved to adjourn the meeting and Commissioner Bone seconded the motion. The meeting adjourned at 6:26 p.m.

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Mayor

### **ATTEST:**

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J. Andi Purvis  
City Clerk & Recorder



# AGENDA MEMORANDUM

**Item No:** 4.C.1.  
**Meeting Date:** May 11, 2015  
**From:** Darel W. Craine, Deputy Director of Public Works  
**Subject:** Resolution authorizing execution of grant agreement for Lake Griffin Stormwater Improvements

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**Staff Recommendation:**

Staff recommends approval of the grant agreement with Lake County Water Authority.

**Analysis:**

This agreement will secure Lake County Water Authority grant funding in an amount not to exceed \$100,500.00 in matching funds for the Lake Griffin Stormwater Improvement project. The proposed project will construct a wet detention pond on City owned land between US 441 and the Ro-Mac Lumber & Supply Company site. The proposed pond will provide detention treatment for a stormwater run-off area of approximately 42 acres. After treatment the water will discharge to Lake Griffin.

**Options:**

1. Approve the agreement with Lake County Water Authority; or
2. Such alternative action as the Commission may deem appropriate

**Fiscal Impact:**

The grant funds 25% of construction costs up to \$100,500. The estimated project cost is \$400,000.

**Submission Date and Time:** 5/11/2015 10:35 AM

Department: <u>Public Works</u> Prepared by: <u>Darel Craine</u> Attachments: Yes <u>X</u> No <u>    </u> Advertised: <u>Not Required</u> <u>X</u> Dates: <u>                    </u> Attorney Review : Yes <u>    </u> No <u>X</u> <u>                                    </u> Revised 6/10/04	Reviewed by: Dept. Head DCM  Finance Dept. <u>                    </u>  Deputy C.M. <u>                    </u> Submitted by: City Manager <u>                    </u>	Account No. <u>014-0000-337-3700</u>  Project No. <u>                    </u>  WF No. <u>                    </u>  Budget <u>                    </u>  Available <u>                    </u>
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RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
LEESBURG, FLORIDA, AUTHORIZING THE CITY MANAGER  
AND CITY CLERK TO EXECUTE A GRANT AGREEMENT  
WITH LAKE COUNTY WATER AUTHORITY FOR THE LAKE  
GRIFFIN STORMWATER IMPROVEMENT PROJECT; AND  
PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA:

**THAT** the City Manager and City Clerk are hereby authorized to execute an  
agreement with Lake County Water Authority, whose address is 107 North Lake Ave,  
Tavares, FL 32788, for grant funding.

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a  
regular meeting held the 11th day of May, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**LAKE COUNTY WATER AUTHORITY  
STORMWATER GRANT PROGRAM  
AGREEMENT TO FUND LEESBURG'S  
LAKE GRIFFIN STORMWATER IMPROVEMENTS**

THIS AGREEMENT is made and entered into by and between the LAKE COUNTY WATER AUTHORITY, whose address is 107 N. Lake Avenue, Tavares, FL 32778-3119 (hereinafter referred to as the "Authority") and LEESBURG, whose address is 550 South 14<sup>th</sup> Street, Leesburg, Florida 34749-0630, (hereinafter referred to as "Grantee" or "Recipient"), a body of local government within Lake County, Florida, to provide financial assistance for the Lake Griffin Stormwater Improvements.

WITNESSETH:

WHEREAS, the Authority, is authorized and governed by Chapter 2005-314, Laws of Florida, for the purposes, among others, of controlling and conserving the fresh water resources of Lake County, preserving, protecting, and improving the fish and aquatic wildlife of the county, and protecting the freshwater resources by assisting local governments in the treatment of stormwater runoff, and

WHEREAS, the reduction and ultimate elimination of untreated stormwater into our public waterways will ultimately benefit the ecology of our waterways and the residents and tourists that use them, and

WHEREAS, it is desirable for the Authority to assist the local governments of Lake County in a coordinated effort through the provision of grant funds to reduce the influx of untreated stormwater into the publicly owned waterways of Lake County, and

WHEREAS, the Grantee's project consists of installing a wet retention area that is designed to treat a 42 acre highly impervious area and remove approximately 35.5 lbs. of phosphorus per year from the water prior to discharging into Lake Griffin, hereinafter referred to as the "PROJECT"; and

WHEREAS, the Authority considers Grantee's PROJECT worthwhile and desires to assist Grantee in the funding of the PROJECT.

NOW, THEREFORE, the Authority and Grantee, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

In consideration of the mutual benefits to be derived here from, the Authority and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform and/or construct its PROJECT, in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein, which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and

"Agreement" and the terms "Grantee", "Recipient" and "Contractor", are used interchangeably.

2. This Agreement shall begin upon the date it has been executed by both parties, and terminate no later than thirty (30) months thereafter. The Grantee shall not be eligible for reimbursement for any work performed or land purchased prior to the date this Agreement has been executed by both parties. This Agreement may be amended to provide for additional services if additional funding is made available by the Authority.
3. A. For the improvement of water quality in the receiving Lake County waterbody by the Grantee under the terms of this Agreement, the Authority shall provide grant monies to the Grantee, on a cost reimbursement basis, in an amount not to exceed \$100,500 (One Hundred Thousand Five Hundred Dollars), or 25% (Twenty-five Percent) of the PROJECT costs, whichever is less, for a portion of the Grantee's water quality enhancement PROJECT, outlined in **Attachment A**, Grant Work Plan. The parties agree that the Grantee is responsible for providing at least a minimum match of \$301,500 (Three Hundred One Thousand Five Hundred Dollars), or 75% (Seventy-five Percent) of the grant funded water quality enhancement portion of the PROJECT described in **Attachment A**. Regardless of the amount of this grant, expenditures by Grantee which are determined, in the sole discretion of the Authority, to be unrelated to the enhancement of water quality in the receiving waterbody, will not be funded or reimbursed by the Authority.

(1) Payments shall further be conditioned upon the following:

- i. That Grantee shall pay its pro-rata share of the PROJECT as outlined in this Agreement;
- ii. That Grantee shall provide the Authority the necessary invoices and other documentation sufficient to evidence that Grantee has incurred the actual expense;
- iii. That Grantee shall provide the Authority written verification, provided by a person duly authorized by Grantee to so verify, that Grantee has incurred the actual expense;
- iv. That Grantee shall provide sufficient evidence to demonstrate that the reimbursable expenses are directly related to the water quality enhancement portion of the **PROJECT**.

(2) If Grantee does not expend its pro-rata share of the cost for the work performed as set forth in this Agreement, the Authority will make payment only in a lesser amount which is proportionate to that which Grantee has expended and for which it has provided the appropriate support documentation to the Authority in accordance with this Agreement.

- a. The Authority shall make reimbursements to Grantee within thirty (30) days of timely submitted invoices by Grantee, complete with the



appropriate support documentation and any additional information requested by the Authority, which shall be submitted to the Authority at the following address:

LAKE COUNTY WATER AUTHORITY  
107 North Lake Avenue  
Tavares, Florida 32778

- b. Grantee shall not use any Authority funds for purposes not specifically identified in the Grant Work Plan.
  - c. The Authority shall have no obligation to reimburse Grantee for any costs under this Agreement until construction of the PROJECT has been completed.
  - d. The Authority's performance and payment pursuant to this Agreement is contingent upon the Authority's Board of Trustees appropriating funds for the PROJECT.
- B. Upon completion of the PROJECT, the Grantee shall submit a written payment request, including a final project report containing before and after photographs and as-built plans, to the Authority's Grant Manager. The Grant Manager shall have thirty (30) calendar days within which to review the request. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible water quality enhancement project costs, not to exceed the maximum grant amount. In addition to the payment request, the Grantee must provide from its accounting system a listing of expenditures made under this Agreement. The listing shall include, at a minimum, a description of the goods and/or services purchased, date of the transaction, voucher number, amount paid, and vendor name.
- C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Authority may request proof of transactions, such as invoices and payroll registers. If requested by the Authority, Grantee shall provide this additional information within 30 calendar days of such request.
4. The Authority's performance and obligation to pay under this Agreement is contingent upon an annual budget allocation by the Board of Trustees. The parties hereto understand that this Agreement is not a commitment of future budget allocations.
5. The Grantee shall submit written quarterly progress reports describing the PROJECT work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Authority's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30,

and December 31. The Authority's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee.

6. The Grantee shall recognize the Authority by erecting a sign at the site indicating the Authority's funding assistance for the project. The Authority's Grant Manager shall review and approve the sign prior to placement.
7. The Grantee agrees that it shall be solely responsible for the construction, operation, maintenance and/or failure of operation and/or maintenance of its PROJECT and/or stormwater system, and for its acts of omission and/or commission and for the negligent and/or wrongful acts of itself, its employees and agents. However, nothing contained herein shall constitute a waiver by Grantee of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
8. The Authority may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Authority shall provide thirty (30) calendar days written notice of its intent to terminate this Agreement, and shall provide the Grantee an opportunity to consult with the Authority regarding the reason(s) for termination, and to remedy the deficiencies, if possible.
9. This Agreement may be unilaterally canceled by the Authority for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a), Florida Constitution and Chapter 119, Florida Statutes.
10. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Authority, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
11.
  - A. The Grantee may subcontract work under this Agreement without the prior written consent of the Authority's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Authority shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
  - B. The Authority supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity



enthusiastically. It is encouraged that the award of subcontracts reflects the full diversity of the citizens of the State of Florida.

12. Nothing in this Agreement shall create, or be implied to create, any relationship between the Authority and any subcontractor of Grantee, nor any ownership, liability or responsibility of the Authority with respect to the stormwater system of Grantee.
13. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.
14. The Grantee shall comply with all applicable federal, state and local rules and regulations in its construction, performance and/or operation of the PROJECT. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
15. The Authority's Grant Manager for this Agreement is identified below.

Ron Hart	
Water Resources Program Manager	
Lake County Water Authority	
107 North Lake Avenue	
Tavares, FL 32778-3119	
Telephone No.:	(352) 343-3777 ext. 24
Fax No.:	(352) 343-4259
E-mail Address:	ronh@lcwa.org

16. The Grantee's Grant Manager for this Agreement is identified below.

Mr. Darel Craine	
Deputy Director of Public Works	
City of Leesburg	
550 South 14 <sup>th</sup> Street, Leesburg, FL 34749-0630	
Telephone No.:	(352) 435-9442
E-Mail Address:	Darel.Craine@leesburgflorida.gov

17. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor(s) to provide Workers' Compensation Insurance for all of the subcontractors' employees, unless such employees are covered by the protection afforded by the Grantee. All such self-insurance programs or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees are engaged in hazardous work under this Agreement, and are not protected under Workers' Compensation statutes, the Grantee shall provide, and

shall cause each subcontractor to provide, adequate insurance, consistent with Grantee's primary insurance coverage, for the protection of all such employees not otherwise protected.

18. The parties specifically agree that Grantee is an independent contractor, and is not an agent, representative, or employee of the Authority. Grantee agrees to carry adequate liability insurance coverage and other appropriate forms of insurance coverage, consistent with Grantee's primary insurance coverage. The Authority shall have no liability except as to the payment of grant monies as provided above.
19. The Grantee covenants that it presently has no interest, and shall not acquire any interest, which would conflict in any manner or degree with the performance of services required.
20. The purchase of non-expendable personal property or equipment costing \$1,000 or more is not an authorized reimbursable expense under the terms of this Agreement.
21.
  - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.
  - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posting the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.
22. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, less otherwise provided herein.
23. The Grantee agrees that the PROJECT is not to be used to offset additional stormwater treatment requirements that may be imposed upon the Grantee as a result of future redevelopment located within the treatment basin.



IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

**LAKE COUNTY WATER AUTHORITY**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
LCWA, Executive Director Date

Federal ID#: 59-6018003

**CITY OF LEESBURG**

\_\_\_\_\_  
Attest

By: \_\_\_\_\_  
Al Minner, City Manager Date

Federal ID#:59-6000362

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (includes number of pages)
Attachment	A	Grant Work Plan (19 Pages)





# AGENDA MEMORANDUM

**Item No:** 4.C.2.

**Meeting Date:** May 11, 2015

**From:** Darel W. Craine, Deputy Director, Public Works

**Subject:** Resolution authorizing execution of grant agreement for the Heritage Estates Stormwater Project

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**Staff Recommendation:**

Staff recommends approval of the grant agreement with Lake County Water Authority.

**Analysis:**

The agreement will secure Lake County Water Authority grant funding in an amount not to exceed \$78,250 in matching funds for the Stormwater Project. The proposed stormwater project will consist of three (3) dry stormwater swales connected in series and located along the railroad right of way between Barrett Ave and Dixie Avenue in the Heritage Estates subdivision. Additionally, a Type II Baffle Box will be installed to capture trash and floatables. The project will provide stormwater treatment for a predominately residential area of downtown Leesburg that currently drains, untreated, into Lake Harris.

**Options:**

1. Approve the agreement with Lake County Water Authority; or
2. Such alternative action as the Commission may deem appropriate

**Fiscal Impact:**

The grant funds 25% of construction costs up to \$78,250. The estimated project cost is \$313,000.

**Submission Date and Time:** 5/11/2015 10:35 AM

Department: <u>Public Works</u> Prepared by: <u>Tracy Bronson</u> Attachments: Yes <u>X</u> No <u>      </u> Advertised: <u>      </u> Not Required <u>X</u> Dates: <u>      </u> Attorney Review : Yes <u>      </u> No <u>X</u>  <u>      </u> Revised 6/10/04	Reviewed by: Dept. Head <u>      </u>  Finance Dept. <u>      </u>  Deputy C.M. <u>      </u> Submitted by: City Manager <u>      </u>	Account No. <u>014-0000-337-3700</u>  Project No. <u>      </u>  WF No. <u>      </u>  Budget <u>      </u>  Available <u>      </u>
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RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
LEESBURG, FLORIDA, AUTHORIZING THE CITY MANAGER  
AND CITY CLERK TO EXECUTE A GRANT AGREEMENT  
WITH LAKE COUNTY WATER AUTHORITY FOR THE  
HERITAGE ESTATES STORMWATER PARK PROJECT; AND  
PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA:**

**THAT** the City Manager and City Clerk are hereby authorized to execute an  
agreement with Lake County Water Authority, whose address is 107 North Lake Ave,  
Tavares, FL 32788, for grant funding.

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a  
regular meeting held the 11th day of May, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**LAKE COUNTY WATER AUTHORITY  
STORMWATER GRANT PROGRAM  
AGREEMENT TO FUND LEESBURG'S  
HERITAGE ESTATES STORMWATER PARK**

THIS AGREEMENT is made and entered into by and between the LAKE COUNTY WATER AUTHORITY, whose address is 107 N. Lake Avenue, Tavares, FL 32778-3119 (hereinafter referred to as the "Authority") and LEESBURG, whose address is 550 South 14<sup>th</sup> Street, Leesburg, Florida 34749-0630, (hereinafter referred to as "Grantee" or "Recipient"), a body of local government within Lake County, Florida, to provide financial assistance for the Heritage Estates Stormwater Park.

WITNESSETH:

WHEREAS, the Authority, is authorized and governed by Chapter 2005-314, Laws of Florida, for the purposes, among others, of controlling and conserving the fresh water resources of Lake County, preserving, protecting, and improving the fish and aquatic wildlife of the county, and protecting the freshwater resources by assisting local governments in the treatment of stormwater runoff, and

WHEREAS, the reduction and ultimate elimination of untreated stormwater into our public waterways will ultimately benefit the ecology of our waterways and the residents and tourists that use them, and

WHEREAS, it is desirable for the Authority to assist the local governments of Lake County in a coordinated effort through the provision of grant funds to reduce the influx of untreated stormwater into the publicly owned waterways of Lake County, and

WHEREAS, the Grantee's project consists of installing sediment boxes and 1200 linear feet of dry retention designed to store 2.2 acre/feet of stormwater along an old railroad right-of-way. The project will treat a 46 acre drainage basin that currently drains to a wetland connected to Lake Harris, hereinafter referred to as the "PROJECT"; and

WHEREAS, the Authority considers Grantee's PROJECT worthwhile and desires to assist Grantee in the funding of the PROJECT.

NOW, THEREFORE, the Authority and Grantee, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

In consideration of the mutual benefits to be derived here from, the Authority and the Grantee do hereby agree as follows:

1. The Grantee does hereby agree to perform and/or construct its PROJECT, in accordance with the terms and conditions set forth in this Agreement, **Attachment A, Grant Work Plan**, and all attachments and exhibits named herein, which are attached hereto and incorporated by reference. For purposes of this Agreement, the terms "Contract" and



"Agreement" and the terms "Grantee", "Recipient" and "Contractor", are used interchangeably.

2. This Agreement shall begin upon the date it has been executed by both parties, and terminate no later than forty (40) months thereafter. The Grantee shall not be eligible for reimbursement for any work performed or land purchased prior to the date this Agreement has been executed by both parties. This Agreement may be amended to provide for additional services if additional funding is made available by the Authority.
3. A. For the improvement of water quality in the receiving Lake County waterbody by the Grantee under the terms of this Agreement, the Authority shall provide grant monies to the Grantee, on a cost reimbursement basis, in an amount not to exceed \$78,250 (Seventy-eight Thousand Two Hundred Fifty Dollars), or 25% (Twenty-five Percent) of the PROJECT costs, whichever is less, for a portion of the Grantee's water quality enhancement PROJECT, outlined in **Attachment A**, Grant Work Plan. The parties agree that the Grantee is responsible for providing at least a minimum match of \$234,750 (Two Hundred Thirty-four Thousand Seven Hundred Fifty Dollars), or 75% (Seventy-five Percent) of the grant funded water quality enhancement portion of the PROJECT described in **Attachment A**. Regardless of the amount of this grant, expenditures by Grantee which are determined, in the sole discretion of the Authority, to be unrelated to the enhancement of water quality in the receiving waterbody, will not be funded or reimbursed by the Authority.

(1) Payments shall further be conditioned upon the following:

- i. That Grantee shall pay its pro-rata share of the PROJECT as outlined in this Agreement;
- ii. That Grantee shall provide the Authority the necessary invoices and other documentation sufficient to evidence that Grantee has incurred the actual expense;
- iii. That Grantee shall provide the Authority written verification, provided by a person duly authorized by Grantee to so verify, that Grantee has incurred the actual expense;
- iv. That Grantee shall provide sufficient evidence to demonstrate that the reimbursable expenses are directly related to the water quality enhancement portion of the **PROJECT**.

(2) If Grantee does not expend its pro-rata share of the cost for the work performed as set forth in this Agreement, the Authority will make payment only in a lesser amount which is proportionate to that which Grantee has expended and for which it has provided the appropriate support documentation to the Authority in accordance with this Agreement.

- a. The Authority shall make reimbursements to Grantee within thirty (30) days of timely submitted invoices by Grantee, complete with the

appropriate support documentation and any additional information requested by the Authority, which shall be submitted to the Authority at the following address:

LAKE COUNTY WATER AUTHORITY  
107 North Lake Avenue  
Tavares, Florida 32778

- b. Grantee shall not use any Authority funds for purposes not specifically identified in the Grant Work Plan.
  - c. The Authority shall have no obligation to reimburse Grantee for any costs under this Agreement until construction of the PROJECT has been completed.
  - d. The Authority's performance and payment pursuant to this Agreement is contingent upon the Authority's Board of Trustees appropriating funds for the PROJECT.
- B. Upon completion of the PROJECT, the Grantee shall submit a written payment request, including a final project report containing before and after photographs and as-built plans, to the Authority's Grant Manager. The Grant Manager shall have thirty (30) calendar days within which to review the request. The Grantee shall be reimbursed on a cost reimbursement basis for all eligible water quality enhancement project costs, not to exceed the maximum grant amount. In addition to the payment request, the Grantee must provide from its accounting system a listing of expenditures made under this Agreement. The listing shall include, at a minimum, a description of the goods and/or services purchased, date of the transaction, voucher number, amount paid, and vendor name.
- C. In addition to the invoicing requirements contained in paragraph 3.B. above, the Authority may request proof of transactions, such as invoices and payroll registers. If requested by the Authority, Grantee shall provide this additional information within 30 calendar days of such request.
4. The Authority's performance and obligation to pay under this Agreement is contingent upon an annual budget allocation by the Board of Trustees. The parties hereto understand that this Agreement is not a commitment of future budget allocations.
5. The Grantee shall submit written quarterly progress reports describing the PROJECT work performed, problems encountered, problem resolution, schedule updates and proposed work for the next reporting period. Quarterly reports shall be submitted to the Authority's Grant Manager no later than twenty (20) days following the completion of the quarterly reporting period. It is understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30,



and December 31. The Authority's Grant Manager shall have ten (10) calendar days to review deliverables submitted by the Grantee.

6. The Grantee shall recognize the Authority by erecting a sign at the site indicating the Authority's funding assistance for the project. The Authority's Grant Manager shall review and approve the sign prior to placement.
7. The Grantee agrees that it shall be solely responsible for the construction, operation, maintenance and/or failure of operation and/or maintenance of its PROJECT and/or stormwater system, and for its acts of omission and/or commission and for the negligent and/or wrongful acts of itself, its employees and agents. However, nothing contained herein shall constitute a waiver by Grantee of its sovereign immunity or the provisions of Section 768.28, Florida Statutes.
8. The Authority may terminate this Agreement at any time in the event of the failure of the Grantee to fulfill any of its obligations under this Agreement. Prior to termination, the Authority shall provide thirty (30) calendar days written notice of its intent to terminate this Agreement, and shall provide the Grantee an opportunity to consult with the Authority regarding the reason(s) for termination, and to remedy the deficiencies, if possible.
9. This Agreement may be unilaterally canceled by the Authority for refusal by the Grantee to allow public access to all documents, papers, letters, or other material made or received by the Grantee in conjunction with this Agreement, unless the records are exempt from Article I, Section 24(a), Florida Constitution and Chapter 119, Florida Statutes.
10. The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles consistently applied. The Authority, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five years following Agreement completion. In the event any work is subcontracted, the Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes.
11.
  - A. The Grantee may subcontract work under this Agreement without the prior written consent of the Authority's Grant Manager. The Grantee agrees to be responsible for the fulfillment of all work elements included in any subcontract and agrees to be responsible for the payment of all monies due under any subcontract. It is understood and agreed by the Grantee that the Authority shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.
  - B. The Authority supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity

enthusiastically. It is encouraged that the award of subcontracts reflects the full diversity of the citizens of the State of Florida.

12. Nothing in this Agreement shall create, or be implied to create, any relationship between the Authority and any subcontractor of Grantee, nor any ownership, liability or responsibility of the Authority with respect to the stormwater system of Grantee.
13. Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.
14. The Grantee shall comply with all applicable federal, state and local rules and regulations in its construction, performance and/or operation of the PROJECT. The Grantee acknowledges that this requirement includes compliance with all applicable federal, state and local health and safety rules and regulations. The Grantee further agrees to include this provision in all subcontracts issued as a result of this Agreement.
15. The Authority's Grant Manager for this Agreement is identified below.

Ron Hart	
Water Resources Program Manager	
Lake County Water Authority	
107 North Lake Avenue	
Tavares, FL 32778-3119	
Telephone No.:	(352) 343-3777 ext. 24
Fax No.:	(352) 343-4259
E-mail Address:	ronh@lcwa.org

16. The Grantee's Grant Manager for this Agreement is identified below.

Mr. Darel Craine	
Deputy Director of Public Works	
City of Leesburg	
550 South 14 <sup>th</sup> Street, Leesburg, FL 34749-0630	
Telephone No.:	(352) 435-9442
E-Mail Address:	Darel.Craine@leesburgflorida.gov

17. To the extent required by law, the Grantee will be self-insured against, or will secure and maintain during the life of this Agreement, Workers' Compensation insurance for all of its employees connected with the work of this project and, in case any work is subcontracted, the Grantee shall require the subcontractor(s) to provide Workers' Compensation Insurance for all of the subcontractors' employees, unless such employees are covered by the protection afforded by the Grantee. All such self-insurance programs or insurance coverage shall comply fully with the Florida Workers' Compensation law. In case any class of employees are engaged in hazardous work under this Agreement, and are not protected under Workers' Compensation statutes, the Grantee shall provide, and



shall cause each subcontractor to provide, adequate insurance, consistent with Grantee's primary insurance coverage, for the protection of all such employees not otherwise protected.

18. The parties specifically agree that Grantee is an independent contractor, and is not an agent, representative, or employee of the Authority. Grantee agrees to carry adequate liability insurance coverage and other appropriate forms of insurance coverage, consistent with Grantee's primary insurance coverage. The Authority shall have no liability except as to the payment of grant monies as provided above.
19. The Grantee covenants that it presently has no interest, and shall not acquire any interest, which would conflict in any manner or degree with the performance of services required.
20. The purchase of non-expendable personal property or equipment costing \$1,000 or more is not an authorized reimbursable expense under the terms of this Agreement.
21.
  - A. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to discrimination in performance of this Agreement.
  - B. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and posting the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at 850/487-0915.
22. This Agreement represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement, less otherwise provided herein.
23. The Grantee agrees that the PROJECT is not to be used to offset additional stormwater treatment requirements that may be imposed upon the Grantee as a result of future redevelopment located within the treatment basin.



IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

**LAKE COUNTY WATER AUTHORITY**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
LCWA, Executive Director Date  
Federal ID#: 59-6018003

**CITY OF LEESBURG**

\_\_\_\_\_  
Attest

By: \_\_\_\_\_  
Al Minner, City Manager Date  
Federal ID#:59-6000362

List of attachments/exhibits included as part of this Agreement:

Specify Type	Letter/ Number	Description (includes number of pages)
Attachment	A	Grant Work Plan (19 Pages)



# AGENDA MEMORANDUM

**Item No:** 4.C.3.

**Meeting Date:** May 11, 2015

**From:** Lucy Gangone

**Subject:** Resolution of the City Commission of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Memorandum of Agreement with the Lake County Supervisor of Elections to provide an Early Voting site for the 2015 Special Election at the Leesburg Public Library, and providing an effective date.

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## Staff Recommendation:

Staff recommends approval of the resolution authorizing the Mayor and City Clerk to execute a Memorandum of Agreement with the Lake County Supervisor of Elections to provide an Early Voting site for the 2015 Special Election at the Leesburg Public Library.

## Analysis:

The Leesburg Public Library has traditionally been an Early Voting site in Lake County for the Primary, General and Special elections. The Library is well situated geographically with adequate parking. The Leesburg Public Library is one of six (6) libraries in Lake County providing a site for Early Voting.

## Options:

1. Approve the resolution authorizing the Mayor and City Clerk to execute a Memorandum of Agreement with the Lake County Supervisor of Elections to provide an Early Voting site for the 2015 Special Election at the Leesburg Public Library; or
2. Such alternative action as the Commission may deem appropriate

## Fiscal Impact:

There is no fiscal impact.

**Submission Date and Time:** 5/11/2015 10:35 AM

Department: _____ Prepared by: _____ Attachments: Yes___ No___ Advertised: _____ Not Required _____ Dates: _____ Attorney Review : Yes___ No___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND  
CITY CLERK TO EXECUTE A MEMORANDUM OF  
AGREEMENT WITH THE LAKE COUNTY SUPERVISOR OF  
ELECTIONS TO PROVIDE AN EARLY VOTING SITE FOR THE  
2015 SPECIAL ELECTION AT THE LEESBURG PUBLIC  
LIBRARY, AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA:

**THAT** the Mayor and City Clerk are hereby authorized to execute an agreement  
with Lake County Supervisor of Elections, whose address is P.O. Box 457, Tavares, FL 32778,  
for provision of an Early Voting site for the 2015 Special Election at the Leesburg Public  
Library.

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a  
regular meeting held the 11<sup>th</sup> day of May 2015.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

# Memorandum of Agreement for Early Voting Site

## 2015 ELECTION YEAR

The Owner (Occupant) agrees to provide an Early Voting polling place for the Special election. Dates and hours are as follows:

Special Election:                      Oct 19 – Oct 24, 2015      Mon - Sat      9:00 am – 5:00 pm  
   Oct 25– Oct 31, 2015      Sun - Sat      10:00 am – 6:00 pm

Early Voting Site: Leesburg Public Library, 100 E. Main Street, Leesburg

POLLING PLACE TELEPHONE NUMBER: \_\_\_\_\_

To the extent sovereign immunity has been waived, the County of Lake agrees to indemnify and hold harmless the owner for any claims for bodily injury or property damage occurring on the occupied premises arising from negligent acts of the County or any of its agents or employees.

Do you have Tables and Chairs available for the election board members to use? Yes \_\_\_\_ No \_\_\_\_

Location where voting equipment will be stored will be stored on date of delivery: \_\_\_\_\_

YOUR SPECIAL INSTRUCTIONS regarding use of building, delivery of equipment, election day, pickup of equipment and any other instructions you may have. \_\_\_\_\_

Person(s) to contact for access to building preceding early voting for delivery of voting equipment and for pickup of voting equipment.

### IF POSSIBLE PROVIDE TWO CONTACT PEOPLE

Name \_\_\_\_\_ Name \_\_\_\_\_

Phone Number \_\_\_\_\_ Phone Number \_\_\_\_\_

Cell Number \_\_\_\_\_ Cell Number \_\_\_\_\_

24 Hour Emergency Contact Person and Cell Phone Number: \_\_\_\_\_

A KEY CAN BE OBTAINED FROM      Name \_\_\_\_\_ Phone Number \_\_\_\_\_

PLEASE FILL IN ALL INFORMATION  
NEEDED AND RETURN IN THE  
ENCLOSED ENVELOPE.  
PLEASE KEEP A COPY FOR YOUR  
RECORDS.

\_\_\_\_\_  
Signature of Owner (Occupant)

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone Number

Supervisor of Elections 352-343-9734  
[elections@lakecountyfl.gov](mailto:elections@lakecountyfl.gov)  
Elections Support Center 352-383-1290  
Duke Jackson                      352-551-0672  
[tjackson@lakecountyfl.gov](mailto:tjackson@lakecountyfl.gov)  
Brian Sweezea                      352-551-0676  
[bsweezea@lakecountyfl.gov](mailto:bsweezea@lakecountyfl.gov)

THANK YOU FOR YOUR COOPERATION

Emogene W. Stegall  
Lake County Supervisor of Elections  
P. O. Box 457  
Tavares, FL 32778



# AGENDA MEMORANDUM

**Item No:** 4.C.4.

**Meeting Date:** May 11, 2015

**From:** J. Andi Purvis, City Clerk

**Subject:** Memorandum of Agreement with the Lake County Supervisor of Elections for Leesburg Polling Places, Precinct #50 and Precinct #10, for the Special Election in November, 2015

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## Staff Recommendation:

Staff recommends approval of the resolution to allow the Lake County Supervisor of Elections to use both the Community Building, East Room, for Precinct #10, and the Gymnasium, for Precinct #50, as polling places for the Special Election to be held November 3, 2015.

## Analysis:

The Community Building, East Room, and the Gymnasium have been used prior as polling places during elections. Staff has confirmed both facilities are available and can be utilized for the November 3<sup>rd</sup> election. The Lake County Supervisor of Elections' office will deliver, set up, take down, and remove all election voting equipment.

## Options:

1. Approve resolution as presented; or
2. Such alternative action as the Commission may deem appropriate

## Fiscal Impact:

There is no fiscal impact.

**Submission Date and Time:** 5/11/2015 10:35 AM

Department: _____ Prepared by: _____ Attachments: Yes___ No___ Advertised: _____ Not Required _____ Dates: _____ Attorney Review : Yes___ No___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____  Finance Dept. _____  Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____  Project No. _____  WF No. _____  Budget _____  Available _____
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RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A MEMORANDUM OF AGREEMENT WITH THE LAKE COUNTY SUPERVISOR OF ELECTIONS FOR LEESBURG POLLING PLACES, PRECINCT #50 AND PRECINCT #10, FOR THE SPECIAL ELECTION TO BE HELD ON NOVEMBER 3, 2015; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

**THAT** the Mayor and City Clerk are hereby authorized to execute a Memorandum of Agreement with the Lake County Supervisor of Elections whose address is Post Office Box 457, Tavares, FL 32778, for use of the Community Building, East Room, Precinct #10, and the Gymnasium, Precinct #50, for the Special Election on November 3, 2015.

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 11<sup>th</sup> day of May 2015.

\_\_\_\_\_  
Elise A. Dennison  
Mayor

ATTEST:

\_\_\_\_\_  
J. Andi Purvis  
City Clerk

**The Owner (Occupant) agrees to provide a polling place for the following election:**

**At the following location: Venetian Gdns. Community Bldg. East Rm. 109 E. Dixie Ave.**

To the extent permitted by Section 768.28, Florida Statutes, the County of Lake agrees to indemnify and hold harmless the owner for any claims for bodily injury or property damage occurring on the occupied premises arising from negligent acts of the County or any of its agents or employees. Supervisor of Elections agrees to pay the amount of \$ N/A for the elections held at the above location.

**CHECK SHOULD BE MADE PAYABLE TO:** N/A

**Do you have Tables and Chairs available for the election board members to use on election day? Yes XX No**

**Person(s) to contact for access to building preceding election for delivery of voting equipment, 6:00 A.M. election day for poll workers and after the election to pick up voting equipment.**

Name Ray Evans

**Phone Number** (352) 728-9897

**Cell Number**

Name \_\_\_\_\_

**Phone Number**

Signature of Owner (Occupant) City of Leesburg - Mayor

Address (352) 728-9897

City Clerk

**THANK YOU FOR YOUR COOPERATION**  
**Emogene W. Stegall**  
**Lake County Supervisor of Elections**  
**P.O. Box 457**  
**Tavares FL 32778**

# Memorandum of Agreement for Polling Places - Pct # 50

The Owner (Occupant) agrees to provide a polling place for the following election:

Special Election: Tuesday, November 3, 2015

At the following location:

POLLING PLACE TELEPHONE NUMBER: (352) 326-6661

To the extent permitted by Section 768.28, Florida Statutes, the County of Lake agrees to indemnify and hold harmless the owner for any claims for bodily injury or property damage occurring on the occupied premises arising from negligent acts of the County or any of its agents or employees. Supervisor of Elections agrees to pay the amount of \$ N/A for the elections held at the above location.

Please send an invoice for payment to the Supervisor of Elections after each election.

CHECK SHOULD BE MADE PAYABLE TO: N/A

MAILING ADDRESS: N/A

Do you have Tables and Chairs available for the election board members to use on election day? Yes XX No

YOUR SPECIAL INSTRUCTIONS regarding use of building, delivery of equipment, election day, pickup of equipment and any other instructions you may have.

Person(s) to contact for access to building preceding election for delivery of voting equipment, 6:00 A.M. election day for poll workers and after the election to pick up voting equipment.

## IF POSSIBLE PROVIDE TWO CONTACT PEOPLE

Name Te'Rella Coleman

Name Travis Rima

Phone Number (352) 728-9885

Phone Number (352) 728-9885

Cell Number (352) 460-6008

Cell Number (352) 504-8897

24 Hour Emergency Contact Person and Cell Phone Number: Marcus Niblack (352) 504-7120

## A KEY CAN BE OBTAINED FROM

Name

Phone Number

**PLEASE FILL IN ALL INFORMATION  
AND RETURN IN THE ENCLOSED  
ENVELOPE. PLEASE KEEP A COPY  
FOR YOUR RECORDS.**

Elise A. Dennison

Signature of Owner (Occupant)

City of Leesburg - Mayor

1851 Griffin Road Leesburg, FL 34748

Address

(352) 728-9885

Phone Number

ATTEST:

City Clerk

Supervisor of Elections 352-343-9734  
[elections@lakecountyfl.gov](mailto:elections@lakecountyfl.gov)  
Elections Support Center 352-383-1290  
Duke Jackson 352-551-0672  
[tjackson@lakecountyfl.gov](mailto:tjackson@lakecountyfl.gov)  
Brian Sweeza 352-551-0676  
[bsweeza@lakecountyfl.gov](mailto:bsweeza@lakecountyfl.gov)

THANK YOU FOR YOUR COOPERATION

Emogene W. Stegall

Lake County Supervisor of Elections

P.O. Box 457

Tavares FL 32778





# AGENDA MEMORANDUM

**Item No:** 4.C.5.

**Meeting Date:** May 11, 2015

**From:** Ken Thomas, CRA & Housing Manager

**Subject:** Interlocal Agreement between Lake County Government and the City of Leesburg for the purpose of providing HOME Investment Funds for Affordable Housing

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## **Staff Recommendation:**

Staff recommends approval of the interlocal agreement between the City of Leesburg and Lake County Government for the purpose of providing HOME Investment Funds for Affordable Housing.

## **Analysis:**

The HOME Investment Partnership Program (HOME) provides formula grants to States and localities that communities use – often in partnership with local nonprofit groups – to fund a wide range of activities including building, buying, and or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people. HOME is the largest Federal block grant to state and local governments designed exclusively to create affordable housing for low-income households.

Local governments may choose among a broad range of eligible activities, using HOME funds to provide home purchase or rehabilitation financing assistance to eligible homeowners and new homebuyers; build or rehabilitate housing for rent or ownership; or for “other reasonable and necessary expenses related to the development of non-luxury housing,” including site acquisition or improvement, demolition of dilapidated housing to make way for HOME-assisted development, and payment of relocation expenses.

The City will take advantage of the funding from Lake County to enhance our homeownership program, provide funding for housing rehabilitation, and property acquisition. The partnership agreement is for three (3) years, ending September 30, 2018.

## **Options:**

1. Approve the interlocal agreement between lake County Government and Leesburg; or
2. Such alternative action as the Commission may deem appropriate

## **Fiscal Impact:**

None

Submission Date and Time: 5/11/2015 10:35 AM

Department: _____ Prepared by: _____ Attachments: Yes___ No ___ Advertised: _____ Not Required _____ Dates: _____ Attorney Review : Yes___ No ___ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND  
CITY CLERK TO EXECUTE AN INTERLOCAL AGREEMENT  
BETWEEN LAKE COUNTY GOVERNMENT AND THE CITY  
OF LEESBURG TO FORM A CONSORTIUM TO PARTICIPATE  
IN THE HOME INVESTMENT FUNDS FOR AFFORDABLE  
HOUSING; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA:

**THAT** the Mayor and City Clerk are hereby authorized to execute an interlocal  
agreement with Lake County Board of County Commissioners, whose address is Post Office  
Box 7800, Tavares, Florida 32778, for the purpose of providing funding for Affordable  
Housing.

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a  
regular meeting held the 11<sup>th</sup> day of May 2015.

\_\_\_\_\_  
Elise A. Dennison - Mayor

ATTEST:

\_\_\_\_\_  
J. Andi Purvis - City Clerk

## **INTERLOCAL AGREEMENT REGARDING THE HOME INVESTMENT PARTNERSHIPS PROGRAM**

**THIS INTERLOCAL AGREEMENT** is made and entered into by and between Lake County, a political subdivision of the State of Florida, hereinafter referred to as "County," the City of Groveland, a municipal corporation of the State of Florida, the City of Leesburg, a municipal corporation of the State of Florida, and the City of Eustis, a municipal corporation of the State of Florida, hereinafter referred to collectively as "Cities."

**WHEREAS**, the U.S. Congress has found that inadequate progress has been made towards the national housing policy goal to provide decent, safe, sanitary and affordable living environments for all citizens; and,

**WHEREAS**, the National Affordable Housing Act of 1990 authorized Federal funding for jurisdictions that would establish programs to increase the number of families served with decent, safe, sanitary and affordable housing, and expand the long-term supply of affordable housing in accordance with the HOME Investment Partnerships Act, 24 CFR Part 92; and,

**WHEREAS**, the HOME Investment Partnerships Act authorizes a consortium of geographically contiguous units of general local government for the purpose of becoming a participating jurisdiction in the HOME Program; and,

**WHEREAS**, Section 163.01, *Florida Statutes*, Florida Interlocal Cooperation Act of 1969, authorizes municipalities and counties to provide services and facilities through the use of cooperative agreements for the mutual advantage of each governmental entity; and,

**WHEREAS**, it is the intent of the County and City to utilize the power and authority of the Florida Interlocal Cooperation Act of 1969 by the execution of this Agreement;

**NOW, THEREFORE**, in consideration of the foregoing and the mutual covenants hereinafter contained, it is agreed between the County and City as follows:

Section 1.     Purpose. This Agreement is entered into to allow the County and Cities to work together in a cooperative effort to meet the national housing policy of decent, safe, sanitary, and affordable housing for the citizens of Lake County, the City of Groveland, City of Leesburg, and the City of Eustis. Further, this Agreement is entered into as a legally binding cooperation Agreement so as to form a consortium within the meaning of the National Affordable Housing Act of 1990, and so as to meet the requirements of the Department of Housing and Urban Development (HUD) for the designation of the County and Cities as a consortium.

Section 2.     Status. The Cities and County hereby form a consortium to be known as the Lake County HOME Consortium.

Section 3.     Term. This Agreement shall be elective for a period of three (3) federal

fiscal years (Fiscal years 2015, 2016, 2017) commencing on October 1, 2015 and ending on September 30, 2018. This agreement shall be automatically renewed for three-year qualification periods, unless: (1) any of the member jurisdictions provide written notice of their decision not to participate in a new three-year qualification period, or (2) one or more of the jurisdictions fail to adopt, and to submit, to HUD an amendment to this Agreement that incorporates all changes necessary to meet Cooperation Agreement requirements as prescribed by HUD in the Consortia Qualification Notice that is applicable to a subsequent qualification period. The County shall, by the date specified in HUD's Consortia Qualification Notice for the next qualification period, notify the Cities in writing of their right not to participate in the Consortium. All units of general local government that are members of the consortium will be on the same program year (October 1<sup>st</sup> to September 30<sup>th</sup>) for CDBG and HOME.

Section 4. Lead Agency. The County shall be the member unit of general local government authorized to act as the representative of the Lake County HOME Consortium in its dealings with HUD and shall be the lead entity, having overall responsibility to comply with the requirements of HUD pertaining to the approval of the Lake County's HOME Consortium and funding of the housing affordability strategy to be adopted by the County and City. The County also assumes overall responsibility of ensuring that the consortium's HOME Program is carried out in compliance with the requirements of the HOME Program including requirements concerning a Consolidated Plan in accordance with HUD regulation in 24 CFR Parts 92 and 91, respectively, and the requirements of 24 CFR 92.350.

Section 5. Cost of Administer Program. In recognition of the fact that the County will primarily administer the HOME Investment Partnership Program, funds received from HUD for administrative costs shall be used solely by the County for program administration.

Section 6. Consolidated Plan. The County shall prepare the Consolidated Plan, which shall apply to the County and the Cities and which shall meet the requirements of applicable Federal regulations.

Section 7. Allocation of Funding. HOME Program allocations by HUD shall be used as approved by the Lake County Board of County Commissioners and the City Commissions. In the event the County and Cities are unable to agree, the HOME funds shall be distributed, in the City and the County based upon the ratio of population. The County shall be responsible for administering all projects approved through this process.

Section 8. Certifications. The County and Cities each certify that they will cooperate with the others to undertake or aid in the undertaking of housing assistance activities for the HOME Investment Partnership Program and that each will affirmatively further fair housing. Further, the City and County will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Acts of 1970, as amended, and the requirements governing the Residential Anti-displacement and Relocation Plan pursuant to Section 104(d) of the Housing and Community Development Act of 1974.

Section 9. Termination. The consortium agreement must, at a minimum, remain in effect until the HOME funds from each of the Federal fiscal years of the qualification period are expended for eligible activities. No consortium member may withdraw from

the agreement while the agreement remains in effect. The new agreement is governed by the requirements of the then current Consortium Qualification notice.

Section 10. Authorizing Resolutions. Prior to executing this Agreement, each City and the County shall each adopt resolutions which shall authorize each entity to form the Lake County HOME Consortium and which will authorize the chief elected official of each entity to execute this Agreement.

Section 11. Legal Certifications. The Lake County Attorney shall deliver a written statement that the terms and provisions of this Agreement are fully authorized under State and local law and that this Agreement provides full legal authority for the Consortium to undertake or assist in undertaking housing assistance activities pursuant to HOME Investment Partnership's Program.

Section 12. Employee Status. Persons employed by the County and City who perform services or functions pursuant to this Agreement shall not be deemed to be employees of the other governmental entities. The County and City shall remain obligated to provide their respective employees with worker's compensation protection, salary and pension benefits, civil service or other employee rights and privileges.

Section 13. Notices. Formal notices pertaining to this Agreement shall be in writing, sent by U.S. Mail or hand delivery, addressed to the following:

City of Eustis  
4 N. Grove Street  
P.O. Drawer 68  
Eustis, Florida 32727-0068

Lake County, Florida  
Board of County Commissioners  
PO Box 7800  
Tavares, Florida 32778

City of Groveland  
156 South Lake Avenue  
Goveland, Florida 34736-2597

cc: Housing Manager  
PO Box 7800  
Tavares, Florida 32778

City of Leesburg  
PO Box 490630  
Leesburg, Florida 34748

Section 14. Counterparts. This Agreement may be executed in counterparts; each executed counterpart to be deemed an original and all of which shall constitute but one and the same instrument.

*{The remainder of this page left blank}*

Interlocal Agreement Regarding the Home Partnership Consortium between Lake County, the City of Groveland, City of Leesburg, and the City of Eustis

**IN WITNESS WHEREOF**, Lake County, the City of Groveland, and the City of Eustis have caused this Agreement to be duly executed through their authorized representation, on their respective date set forth below.

ATTEST:

LAKE COUNTY  
BOARD OF COUNTY COMMISSIONERS

---

Neil Kelly, Clerk of the  
Board of County Commissioners

---

Jimmy Conner, Chairman

This \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Approved as to Form and Legality:

---

Sanford A. Minkoff  
County Attorney

Interlocal Agreement Regarding the Home Partnership Consortium between Lake County, the City of Leesburg, the City of Groveland, and the City of Eustis

ATTEST:

**CITY EUSTIS**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Print name: \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 2015.

Approved as to Form and Legality:

\_\_\_\_\_  
City Attorney



Interlocal Agreement Regarding the Home Partnership Consortium between Lake County, the City of Leesburg, City of Groveland, and the City of Eustis

ATTEST:

**CITY GROVELAND**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Print name: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Approved as to Form and Legality:

\_\_\_\_\_  
City Attorney

Interlocal Agreement Regarding the Home Partnership Consortium between Lake County, the City of Leesburg, the City of Groveland, and the City of Eustis

ATTEST:

**CITY LEESBURG**

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Print name: \_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Approved as to Form and Legality:

\_\_\_\_\_  
City Attorney



# AGENDA MEMORANDUM

**Item No:** 4.C.6.

**Meeting Date:** May 11, 2015

**From:** DC Maudlin, Public Works Director

**Subject:** Resolution authorizing the execution of a construction services agreement with Property Renovation & Construction, LLC for the Leesburg Fire Station 4 Roofing Replacement project for the amount of \$36,700.00.

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**Staff Recommendation:**

Staff recommends approval of the resolution authorizing execution of an agreement with Property Renovation & Construction, LLC (PRC) for \$36,700.00.

**Analysis:**

This facility has had roof leak issues for several years, most along a joint connecting the original building and an expansion added several years ago. There have been many temporary fixes and this project is intended to eliminate leaks which reappear every few months.

The work includes removal and replacement of approximately 4,200 square feet of standing seam metal roof; replace 300 linear feet of fascia; 120 linear feet of gutters; and nine downspouts. The contractor will also remove four existing skylights.

**Procurement Analysis:**

This project was put out to bid twice. Initially, on February 9, 2015 the Purchasing Division issued Invitation to Bid number 150081. Notification of this opportunity was accomplished by legal advertisement in the Ocala Star Banner and Orlando Sentinel, as well as posting on-line at Public Purchase.com.

Only one (1) bid was received in response to the initial solicitation. The sole respondent was Property Renovation & Construction, LLC. Lacking other bids the Purchasing Manager declared a lack of competition and cancelled ITB 150081 with the intent to reissue.

On March 26, 2015 the Purchasing Division reissued the original ITB under number 150261. Notification of this opportunity was posted on-line at Public Purchase.com. Purchasing staff directly e-mailed the ITB document to 5 known contractors in the area. The "Access Report" from Public Purchase indicates the ITB was downloaded by 17 parties and 11 of those were viable contractors.

On April 23, 2015 only one (1) bid was received; which was from the sole bidder responding to the initial ITB 150081.

Department: <u>Public Works</u> Prepared by: <u>Terry Pollard</u> Attachments: Yes <u>X</u> No <u>      </u> Advertised: <u>X</u> Not Required <u>      </u> Dates: <u>2/9/15</u> Attorney Review: Yes <u>      </u> No <u>X</u>   Revised 6/10/04	Reviewed by: <u>                                </u> Finance Dept. <u>                                </u> Deputy C.M. <u>                                </u> Submitted by: <u>                                </u> City Manager <u>                                </u>	Account: <u>031-5193-519-6210</u>  Project No. <u>310051</u>  WF No. <u>0934579/001</u>  Req. #:: <u>47168</u>  Budget : <u>\$40,000.00</u>  Available: <u>\$39,833.18</u>
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RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH PROPERTY RENOVATIONS & CONSTRUCTION LLC FOR THE LEESBURG FIRE STATION 4 ROOF REPLACEMENT PROJECT FOR THE AMOUNT OF \$36,700.00; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

**THAT** the Mayor and City Clerk are hereby authorized to execute an agreement with PROPERTY RENOVATION & CONSTRUCTION, LLC whose address is 3111 Skyway Circle, Unit 109, Melbourne, FL 32934 (email address:brianhaireprc@gmail.com) for the Leesburg Fire Station 4 Roof Replacement project pursuant to Invitation to Bid 150261.

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 11th day of May 2015.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



## AGREEMENT FOR CONTRUCTION SERVICES

**THIS AGREEMENT** is made as of the 11th day of May in the year 2015, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **PROPERTY RENOVATION & CONSTRUCTION, LLC** whose address is 3111 Skyway Circle, Unit 109, Melbourne, Florida 32934 (hereinafter referred to as the "CONTRACTOR").

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the **Leesburg Fire Station 4 Roof Replacement Project** to the CITY as listed in Invitation to Bid 150261 and as described in **ATTACHMENT "A"** which is attached and incorporated by reference herein. This Agreement, all attachments hereto, and Invitation to Bid 150261, shall together be referred to hereinafter as the "Agreement Documents." Nothing herein shall limit the CITY'S right to obtain bids or proposals for services from other contractors for same or similar work.

2. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **\$36,700.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

3. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY's representative.

4. **Term of Agreement.** This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY's authorized representative, unless earlier terminated in accordance with its provisions. Those portions imposing warranty requirements on CONTRACTOR, together with any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.

5. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than TWENTY-ONE (21) continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Final Completion within THIRTY (30) continuous calendar days after the City issues a Notice to Proceed, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

6. **Termination for Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (show cause notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's show cause notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the show cause notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

7. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

8. **Termination for Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

9. **Insurance.** The CONTRACTOR will maintain throughout this Agreement the following insurance: **SEE ATTACHMENT "A"**.

- a. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.
- b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- c. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- d. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- e. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.
- f. All liability insurance, except professional liability, shall be written on an occurrence basis.
- g. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- h. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- i. Except for works' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.

- j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

**City of Leesburg**

**Attention: Mike Thornton, Purchasing Manager**

**P.O. Box 490630**

**Leesburg, Florida 34749-0630**

- k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- n. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).

10. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If however, this Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project;

and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

11. **Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

12. **Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

13. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

14. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

15. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover,



the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

16. **Acceptance of Goods or Services.** The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

17. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

18. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid

under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

19. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

20. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

21. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

22. **Contact Person.** The primary contact person under this Agreement for the CONTRACTOR shall be BRIAN HAIRE, Owner/President. The primary contact person under this Agreement for the CITY shall be MICHAEL CAVANAUGH, Project Representative.

23. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

24. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

25. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

26. **Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

27. **Illegal Alien Labor** - CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is in compliance with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

28. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

29. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

*[Signature page follows.]*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

**THE CITY OF LEESBURG, FLORIDA**

By: \_\_\_\_\_  
Elise Dennison, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

**PROPERTY RENOVATION &  
CONSTRUCTION, LLC**

By: R. Brian Haire

Printed: R Brian Haire

Its: president & owner  
(Title)

**ATTACHMENT "A"**

**SCOPE OF SERVICES**

- I. **Work.** The CONTRACTOR shall perform all work in accordance with the Agreement Documents. Furnish all materials, equipment, tools, labor and supervision necessary to complete the Leesburg Fire Station 4 Roof Replacement Project as required by Invitation to Bid (ITB) 150261.
  
- II. **Bid Submittal.** The April 23, 2015 bid submittal from the CONTRACTOR is incorporated by reference and made a part hereof.

*[Rest of page intentionally left blank.]*





# AGENDA MEMORANDUM

**Item No:** 4.C.7.

**Meeting Date:** May 11, 2015

**From:** DC Maudlin, Public Works Director

**Subject:** Resolutions authorizing execution of two Task Orders for stormwater improvements as identified in the City's Stormwater Master Plan created in 2014.

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## **Staff Recommendation:**

Staff recommends approval of the resolutions authorizing execution of Task Order 3 and Task Order 4 with DRMP, Inc. for \$63,446.00 and \$59,811.00 respectively.

## **Analysis:**

The first project is the final design and permitting for the construction of a series of four dry swales connected in a series and located along approximately 1,400 linear feet of abandoned railroad right-of-way located between Cutrale Citrus processing plant and SR-44 in the Heritage Estates neighborhood. Refer to Figure 1 for a general location of the project. The swale alignment will allow for future construction of additional recreational trail with park amenities.

The Heritage Estates project is part of the City's ongoing effort to enclose stormwater ditch lines. This project will treat stormwater runoff prior to entering Lake Harris.

The second project will implement a Best Management Practice (BMP) project known as the Lake Griffin Stormwater Improvements. Refer to Figure 2 for a general location of the project. This project will construct a wet detention pond in line with an existing wetland over a 3.8 acre city owned parcel on the south side of US Hwy. 441 across from Herlong Park. This project will improve water quality for stormwater runoff into Lake Griffin.

In addition to final design and permitting, DRMP is concurrently coordinating and preparing applications for these projects with FDEP TMDL or Section 319, and SJRWMD cooperative funding grant programs.

## **Procurement Analysis:**

On August 12, 2013 the City Commission approved execution of a professional services agreement with DRMP, Inc. to provide stormwater professional and design services on a continuing basis. This agreement was the result of a competitively solicited Request for Qualifications (RFQ) in accordance with Florida Statute 287.055 (CCNA). The professional services agreement, and state statute, allows the City to execute Task Orders for professional services on an as needed basis.

**Options:**

1. Approve the resolutions authorizing execution of Task Orders 3 & 4 with DRMP, Inc.; or
2. Such alternative action as the Commission may deem appropriate

**Fiscal Impact:**

Funding for this work is included in the FY 15 stormwater budget

**Submission Date and Time:** 5/11/2015 10:35 AM

<b>Department:</b> <u>Public Works/Stormwater</u> <b>Prepared by:</b> <u>Mike Thornton</u> <b>Attachments:</b> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <b>Advertised:</b> <input type="checkbox"/> Not Required <input checked="" type="checkbox"/> <b>Dates:</b> _____ <b>Attorney Review :</b> Yes <input type="checkbox"/> No <input type="checkbox"/> _____ <b>Revised 6/10/04</b>	<b>Reviewed by:</b> Dept. Head <u>DCM</u> <b>Finance Dept.</b> _____ <b>Deputy C.M.</b> _____ <b>Submitted by:</b> _____ <b>City Manager</b> _____	<b>Account No.</b> <u>014-7099-537.31-30</u> <b>Project No.</b> <u>140002</u> <b>WF No.</b> <u>WF0927410 / 002</u> <u>WF0927412 / 003</u> <b>Req. No.</b> <u>47471</u> <u>47472</u> <b>Budget</b> _____ <b>Available</b> _____
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Figure 1 - Heritage Estates Project - General Location

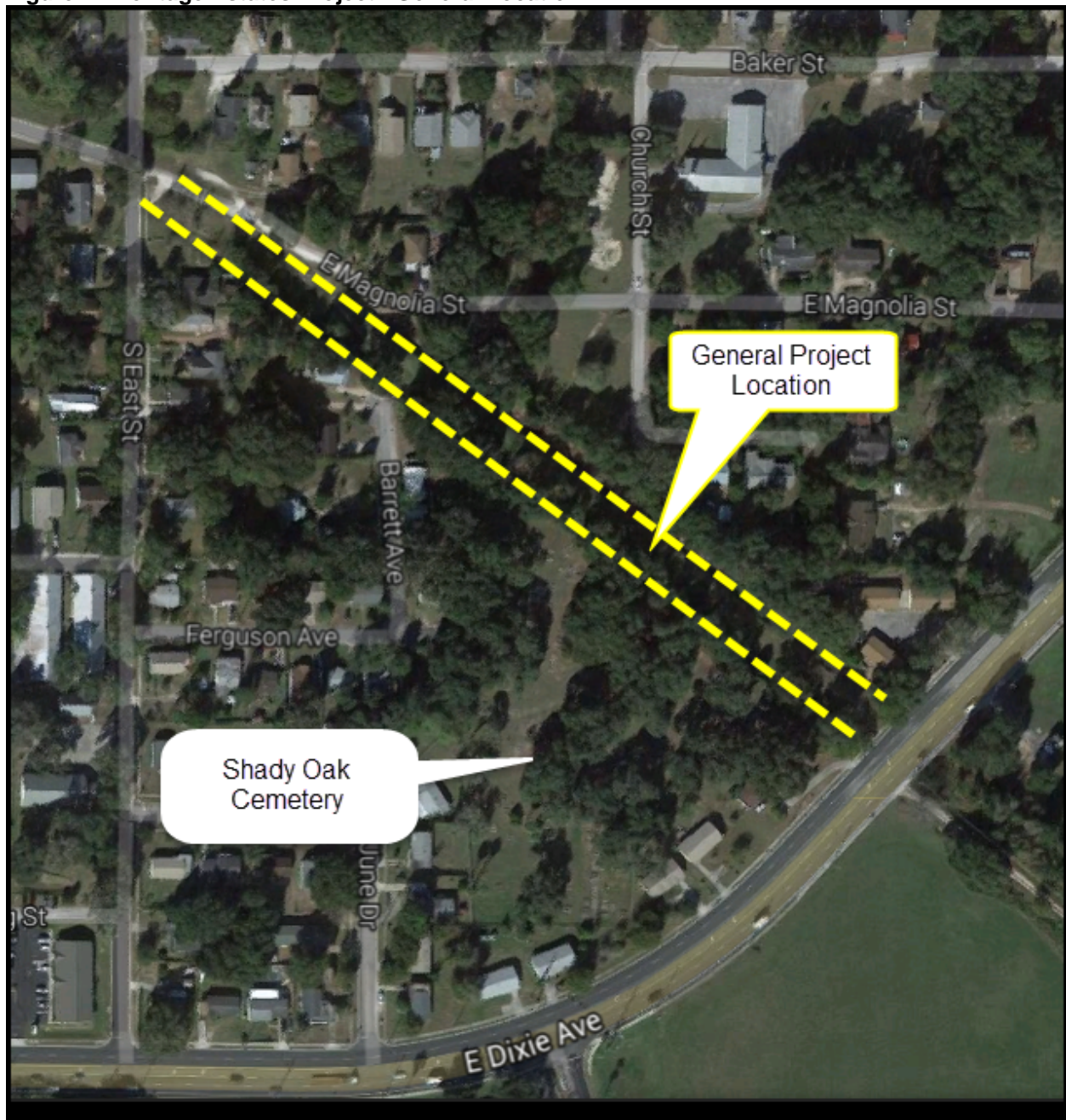




Figure 2 - Lake Griffin BMP Project General Location



RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND  
CITY CLERK TO EXECUTE TASK ORDER NUMBER 3 WITH  
DRMP, INC. FOR PROFESSIONAL ENGINEERING SERVICES  
FOR THE HERITAGE ESTATES STORMWATER PARK FOR  
AN AMOUNT NOT TO EXCEED \$63,446.00; AND PROVIDING  
AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA:**

**THAT** the Mayor and City Clerk are hereby authorized to execute Task Order  
Number 3 with DRMP, Inc whose address is 941 Lake Baldwin Lane, Orlando, FL 32814  
(email address: jminton@drmp.com) for professional engineering services related to the  
Heritage Estates Stormwater Park project pursuant to an existing professional services  
agreement.

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a  
regular meeting held the 11th day of May, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



**TASK ORDER NUMBER 3  
TO AGREEMENT FOR PROFESSIONAL SERVICES  
ON A CONTINUING BASIS**

**THIS TASK ORDER** is made as of the 11th day of May in the year 2015, between **THE CITY OF LEESBURG, FLORIDA**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **DRMP, INC.** whose address 941 Lake Baldwin Lane, Orlando, FL 32814 (hereinafter referred to as the "PROFESSIONAL").

**WITNESSTH:**

**WHEREAS**, on August 12, 2013, the CITY and PROFESSIONAL entered into an Agreement for professional stormwater management engineering services on a Continuing Basis (hereinafter referred to as the "Master Agreement"). The Master Agreement is referenced herein as though set forth in full text.

**WHEREAS**, the CITY and the PROFESSIONAL desire to enter into a written Task Order Number 3 for a cost not to exceed **\$63,446.00**.

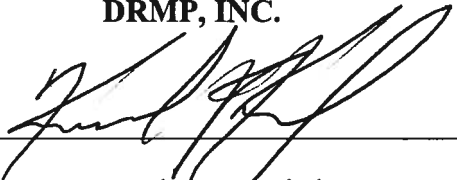
**NOW THEREFORE**, for and in consideration of the mutual covenants and promises contained in this Task Order, the CITY and the PROFESSIONAL do hereby agree as set forth below:

- I. The above recitals are true and correct and are incorporated herein.
- II. The Parties agree to the Scope of Work and budget pursuant to **EXHIBITS 'A' & B**. Scope of Work is generally described as professional engineering services related to the Heritage Estates Stormwater Park as planned in the Stormwater Master BMP Plan completed in 2014.
- III. This Task Order shall survive the expiration of the Master Agreement should the Scope of Work not be completed prior to said expiration.
- IV. Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Contract may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

[Signature page follows.]

**IN WITNESS WHEREOF**, the parties hereto have executed this Task Order on the date indicated in the preamble to the Task Order.

**DRMP, INC.**

By: \_\_\_\_\_

Printed: Kenneth R. Kniel, P.E.

Its: Vice President  
(Title)

**THE CITY OF LEESBURG, FLORIDA**

By: \_\_\_\_\_  
Mayor

Attest: \_\_\_\_\_  
City Clerk

**EXHIBIT A**  
**SCOPE OF WORK FOR DESIGN ENGINEERING SERVICES FOR**  
**HERITAGE ESTATES STORMWATER PARK**

**A. GENERAL**

The City of Leesburg intends to implement a BMP project known as the Heritage Estates Stormwater Park that was recommended and conceptually planned in the Stormwater Master BMP Plan completed by DRMP in April 2014. This project involves construction of a series of four (4) dry swales that are connected in series and located along approximately 1,400 linear feet of abandoned railroad right-of-way that is 100-foot wide and located between the Cutrale citrus processing plant and SR 44 in the Heritage Estates neighborhood. The swale alignment will allow for future construction of a recreational trail with park amenities that may be co-located in the railroad right-of-way.

The contributing basin consists of 46.4 acres with 14% DCIA in the Venetian Gardens basin that drains via ditch flow into a large wetland adjacent to Lake Harris. Land uses in this basin are primarily residential, with some commercial and institutional. Soils in the basin are mostly HSG "A" and a small amount of "B/D". The drainage collection systems consist of both curbed and uncurbed residential streets draining to storm sewers connected to an existing ditch in the downstream half of the existing railroad right-of-way. The basin includes 1.4 acres of SR 44 that is drained by curb and gutter into a piped collection system connected to the cross-drain at the downstream end of the project. The swale system is conceptually designed to retain 2.15 ac-ft of stormwater, and that relates to 0.6 inches of treatment of the contributing basin. Phosphorus loading is estimated to be reduced from 23.8 lb/yr to 4.2 lb/yr by construction of the BMP, or 19.6 lb/yr removed (82% reduction).

Along with final design and permitting work of this task authorization, DRMP is concurrently coordinating and preparing applications for this project with the following grant programs: FDEP TMDL or Section 319, SJRWMD Cooperative Funding, and LCWA Stormwater.

The following paragraphs describe the services that are anticipated to be performed in this task authorization by DRMP and Universal Engineering Sciences (geotechnical sub-consultant).

**B. SCOPE OF WORK**

**1.0 Data Collection**

DRMP has collected most of the pertinent data for this project through the master planning efforts completed in June 2014. Under this task, DRMP will conduct supplemental field reviews and research any additional sources for pertinent information to conduct final design of this project.

## **EXHIBIT A**

### **2.0 Surveying Services**

DRMP will provide primary and secondary horizontal control tied to the Florida State Plane Coordinate System, East Zone (0901), NAD/83. A survey baseline will be established along the corridor for performing the design survey and layout of proposed improvements later by the Contractor. The Vertical Control will be tied to the North American Vertical Datum of 1988 (NAVD88) establishing two (2) site benchmarks for the project outside the limits of construction. A design survey of the project limits will include a 3D topography and a DTM. A drainage survey will be conducted including the existing drainage structures along the corridor and those off-site structures identified by the engineer. A tree survey will be performed for the limits of the project. Electronic digital files in CADD will be the survey deliverable for the project. Please see Exhibit C for a manhour estimate and cost of the surveying services.

### **3.0 Geotechnical Investigation**

Universal Engineering Sciences, Inc. will provide geotechnical engineering services for this project as a sub-consultant to DRMP. The geotechnical investigation will provide groundwater and soils data for the design of the series of four (4) dry swales proposed along the available right-of-way alignment. Please refer to Exhibit D for a complete scope of services, manhour estimate, and cost of the proposed geotechnical activities.

### **4.0 Permit Coordination**

Permitting for this project is expected to involve the following permits with the following agencies:

1. Environmental Resources Permit with SJRWMD
2. Drainage Connection Permit with FDOT

DRMP will schedule and attend a pre-application meeting with St. Johns River Water Management District (SJRWMD) to determine and document the permit requirements of this agency. No wetland involvement or mitigation is anticipated for this project. DRMP will be responsible for preparing and submitting the permit applications, and addressing up to two (2) sets of requests for additional information (RAI's). Permit fees will be paid separately by the City.

DRMP will also conduct a general wildlife survey of the project limits. If any additional permitting for wildlife issues is required, additional services and fees will be needed.

DRMP will coordinate with FDOT and prepare and submit a drainage connection permit, if that is determined to be necessary. This activity will include submittal of the permit application with supporting calculations including a Chapter 14-86

## EXHIBIT A

analysis of the proposed stormwater system, and response to one round of RAI's.

Please note that based on the preliminary project limits, disturbed project area may exceed the one (1) acre threshold for needing an NPDES general permit for stormwater during construction. A stormwater pollution prevention plan (SWPPP) will be provided in the plan set, and the contractor will be responsible for following requirements to be covered under the permit.

### 5.0 Final Design and Construction Plans

DRMP will perform final design of the project based on the topographic survey, field geotechnical investigation, and conditions known to exist from data collection. The swale system will be sized to maximize retention volume and treatment ability with the available right-of-way considering possible future co-location of a recreational trail alongside the swales. DRMP will develop a surface water model with two versions, existing and proposed conditions, that takes into account percolation and recovery in the swales. If desired, stormwater attenuation for the future recreational trail will also be included. Pollutant load calculations for existing and proposed conditions were developed in the master planning and will be updated for the final design.

DRMP will coordinate with FDOT about connecting the adjacent storm sewer system along SR 44 into the proposed swale system. If that is determined to be advantageous and agreed to by all parties, DRMP intends to design the system to allow that inflow from SR 44 with an internal weir to direct high flows through the existing outfall pipe under SR 44.

Due to the large amount of trash and debris that collects in the existing ditch, DRMP will include installation of a Type 2 baffle box in-line with the existing storm sewer prior to discharge into the proposed swales.

The construction plan set will consist of the following components with the estimated number of plan sheets in parentheses:

- Cover Sheet (1)
- Summary of Quantities/Project Directory/Summary of Drainage Structures (1)
- General Notes (1)
- Project Layout/Survey Data (1)
- Plan/Profile (1" = 40' scale) for Swale Systems (4)  
(with drainage structure and erosion control information)
- Cross-Sections at 100-foot intervals, six per sheet (3)
- Miscellaneous Details (1)
- Typical Sections (1)
- Stormwater Pollution Prevention Plan (SWPPP) (1)



## EXHIBIT A

### **Total of 14 sheets**

It is anticipated that maintenance of traffic issues will be covered with general notes and references to FDOT standards. Erosion control items for construction and utility relocations (if any by others) will be included on the plan sheets.

Under this task, DRMP will compile a full construction plan set (11" x 17" size) for utilization in the bidding process to procure a contractor. Construction plans shall be submitted and reviewed by City personnel at the 60%, 90% and final levels of completion. DRMP will also provide estimates of construction cost with each of the plans submittals. DRMP will meet with City staff to discuss review comments and incorporate modifications into drawings at 60% and 90% completion.

DRMP will provide preliminary sets of the construction plans at 60% and final levels of completion to all known utilities providers for the area. DRMP will coordinate with utility owners and incorporate additional information into the project design to accommodate protection or relocation of utilities by others.

### **6.0 Project Management**

DRMP will attend a kick-off, progress meetings as desired by the City, and a final meeting through the course of design and permitting. Progress meetings are anticipated to occur bi-monthly on average to discuss progress and resolve issues. DRMP will keep the City informed about the progress of the design with regular email, telephone calls, and monthly written progress reports.

DRMP will perform QA/QC of the design and construction plans and ensure quality deliverables to the City.

### **C. DELIVERABLES**

DRMP will provide to the City the following deliverables:

1. Five (5) sets of Construction Plan Sets at 60%, 90%, and final completion
2. Two (2) sets of Stormwater Design Report at each level of completion
3. One (1) copy of the Construction Cost Estimate at each level of completion
4. One (1) set of Permit Submittal Package, submitted electronically to SJRWMD
5. One (1) set of Drainage Connection Permit to FDOT
6. Mailed or e-mailed copy of all external correspondence related to the project.

## **EXHIBIT A**

### **D. CITY RESPONSIBILITIES**

In order to conduct the scope of work for this design project the following should be provided by the City:

1. Address ownership issues concerning railroad right-of-way for use in this project.
2. Separate payment of any permitting fees.

### **E. SCHEDULE**

DRMP is prepared to begin coordination of survey and geotechnical investigation upon approval of this proposal. Anticipated duration for final design and permitting is ten (10) months upon notice to proceed (NTP). Upon acceptance of this proposal, DRMP will develop a detailed schedule for this project.

### **F. COMPENSATION**

Compensation for this Scope of Work will be paid on a lump sum basis, in the amount of \$63,446.00 as detailed in Exhibit B with hourly rates from the Agreement for continuing services between the City and DRMP. DRMP will invoice the City on a monthly basis based on a percent complete basis at the time of billing.

City of Leesburg, Design Engineering Services for  
Heritage Estates Stormwater Park  
Compensation Breakdown  
Exhibit B

Title/Job Description		Division Manager	Project Manager	Project Engineer	GIS Analysts/Env. Scientist	Engineering Technician	Admin. Support	Line Item Estimated Travel Expenditures	Line Item Other Expenditures	Line Item Costs	Line Item Hours				
Personnel Hourly Rate		\$195.00	\$145.00	\$115.00	\$80.00	\$75.00	\$60.00								
DRMP															
Ken Kniel, PE		X													
John Minton, PE			X												
Don Brown, PE				X											
Chad Croft, PE				X											
Joshua Miller					X										
Logan Shappell					X										
Kyle Staats, EI						X									
Johanna Espitia							X								
Sarah Prettyman							X								
Element and Task Descriptions															
1.0 Data Collection		0	12	0	6	6	0					\$45	\$20	\$2,734.50	24.0
2.0 Surveying Services (See Exhibit C)														\$16,560.00	
3.0 Geotechnical Investigation (See Exhibit D)														\$3,480.00	
4.0 Permit Coordination															
1.1 ERP with SJRWMD		0	6	0	12	24	8					\$0	\$0	\$4,110.00	50.0
1.2 Wildlife Survey		0	0	0	8	0	2					\$45	\$0	\$804.50	10.0
1.3 Drainage Connection Permit with FDOT		0	2	0	0	12	4					\$0	\$40	\$1,470.00	18.0
5.0 Final Design and Construction Plans															
5.1 Final Design		0	15	0	10	71	5					\$0	\$0	\$8,695.50	102.0
5.2 Construction Plans		0	24	0	0	130	8	\$0	\$200	\$13,929.50	162.0				
5.3 Utility Coordination		0	2	0	0	12	16	\$0	\$200	\$2,350.00	30.0				
6.0 Project Management															
6.1 Meetings and Coordination		6	22	0	4	8	6	\$267	\$100	\$6,007.00	46.0				
6.2 QA/QC		8	11	0	0	0	2	\$0	\$0	\$3,305.28	21.1				
Total Hours		14	94	0	40	263	51								
Total Costs		\$2,817	\$13,653	\$0	\$3,216	\$19,725	\$3,079	\$356	\$560						
												\$63,446			

RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND  
CITY CLERK TO EXECUTE TASK ORDER NUMBER 4 WITH  
DRMP, INC. FOR PROFESSIONAL ENGINEERING SERVICES  
FOR THE LAKE GRIFFIN STORMWATER IMPROVEMENTS  
FOR AN AMOUNT NOT TO EXCEED \$59,811.00; AND  
PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA:**

**THAT** the Mayor and City Clerk are hereby authorized to execute Task Order  
Number 4 with DRMP, INC. whose address is 941 Lake Baldwin Lane, Orlando, FL 32814  
(email address: jminton@drmp.com) for professional services related to the Lake Griffin  
BMP Stormwater Project pursuant to an existing professional services agreement.

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a  
regular meeting held the 11th day of May, 2015.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

**TASK ORDER NUMBER 4  
TO AGREEMENT FOR PROFESSIONAL SERVICES  
ON A CONTINUING BASIS**

**THIS TASK ORDER** is made as of the 11th day of May in the year 2015, between **THE CITY OF LEESBURG, FLORIDA**, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **DRMP, INC.** whose address 941 Lake Baldwin Lane, Orlando, FL 32814 (hereinafter referred to as the "PROFESSIONAL").

**WITNESSTH:**

**WHEREAS**, on August 12, 2013, the CITY and PROFESSIONAL entered into an Agreement for professional stormwater management engineering services on a Continuing Basis (hereinafter referred to as the "Master Agreement"). The Master Agreement is referenced herein as though set forth in full text.

**WHEREAS**, the CITY and the PROFESSIONAL desire to enter into a written Task Order Number 4 for a cost not to exceed **\$59,811.00**.

**NOW THEREFORE**, for and in consideration of the mutual covenants and promises contained in this Task Order, the CITY and the PROFESSIONAL do hereby agree as set forth below:

- I. The above recitals are true and correct and are incorporated herein.
- II. The Parties agree to the Scope of Work and budget pursuant to **EXHIBITS 'A' & B**. Scope of Work is generally described as professional engineering services related to the Lake Griffin Stormwater Improvements as planned in the Stormwater Master BMP Plan completed in 2014.
- III. This Task Order shall survive the expiration of the Master Agreement should the Scope of Work not be completed prior to said expiration.
- IV. Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Contract may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

[Signature page follows.]

**IN WITNESS WHEREOF**, the parties hereto have executed this Task Order on the date indicated in the preamble to the Task Order.

**DRMP, INC.**

By: \_\_\_\_\_

Printed: Kenneth R. Kniel, P.E.

Its: Vice President  
(Title)

**THE CITY OF LEESBURG, FLORIDA**

By: \_\_\_\_\_

Mayor

Attest: \_\_\_\_\_

City Clerk



**EXHIBIT A**  
**SCOPE OF WORK FOR DESIGN ENGINEERING SERVICES FOR**  
**LAKE GRIFFIN STORMWATER IMPROVEMENTS**

**A. GENERAL**

The City of Leesburg intends to implement a BMP project known as the Lake Griffin Stormwater Improvements that was recommended and conceptually planned in the Stormwater Master BMP Plan completed by DRMP in April 2014. The City of Leesburg intends to implement this stormwater improvement project involving construction of a wet detention pond in-line with an existing wetland over a 3.8 acre City-owned parcel on the south side of US 441 across from Herlong Park.

The contributing basin consists of 42.1 acres with estimated 85% impervious area, entirely directly connected impervious area (DCIA), in the Lake Griffin basin that drains northward via storm sewers and ditching into a finger canal at Herlong Park. An additional 26.7 acres of land that is served by on-site stormwater treatment ponds will also contribute runoff to the pond. Land use in this basin is primarily commercial. Soils at the pond location are Ancloste fine sand (HSG D) with seasonal high groundwater depth estimated at the ground surface. The pond is a wet detention treatment system that is preliminarily sized with a permanent pool volume of 9.5 ac-ft, and that relates to a residence time of 28 days. The pond and wetland will cover approximately 2.7 acres of area. A treatment train approach is employed with the stormwater routed through the pond and then through the existing wetland prior to discharge under US 441 into a finger canal connected to Lake Griffin. Phosphorus is the primary pollutant that is tracked through Basin Management Action Plan (BMAP) involvement for the Upper Ocklawaha basin. Nitrogen, sediment, oils/greases, and trash are other pollutants that will be effectively removed with this project.

Along with final design and permitting work of this task authorization, DRMP is concurrently coordinating and preparing applications for this project with the following grant programs: FDEP TMDL or Section 319, SJRWMD Cooperative Funding, and LCWA Stormwater.

The following paragraphs describe the services that are anticipated to be performed in this task authorization by DRMP and Universal Engineering Sciences (geotechnical sub-consultant).

**B. SCOPE OF WORK**

**1.0 Data Collection**

DRMP has collected most of the pertinent data for this project through the master planning efforts completed in June 2014. Under this task, DRMP will conduct supplemental field reviews and research any additional sources for pertinent information to conduct final design of this project.

## EXHIBIT A

### 2.0 Surveying Services

DRMP will provide primary and secondary horizontal control tied to the Florida State Plane Coordinate System, East Zone (0901), NAD/83. A survey baseline will be established at the project site for performing the design survey and layout of proposed improvements later by the Contractor. The Vertical Control will be tied to the North American Vertical Datum of 1988 (NAVD88) establishing two (2) site benchmarks for the project outside the limits of construction. A design survey of the project limits will include a 3D topography and a DTM. A drainage survey will be conducted including the existing drainage structures within the project area and those off site structures identified by the EOR. A limited tree survey will be performed for the limits of the project in which isolated trees will be individually located and identified, and tree lines will be established for groups of trees. The jurisdictional wetland limits will be surveyed as flagged by a project biologist. Geotechnical boring locations will be horizontally and vertically located as flagged by the geotechnical sub-consultant.

The survey baseline will be tied to existing property line monumentation to relate the design survey to the City's property. This geometry will be based on the City's parcel deed from the Public Records and other surrounding record documents such as plats and right of way maps. Please note that this does not include performing or providing a boundary survey of the subject property.

Electronic digital files in CADD will be the survey deliverable for the project. Please see Exhibit C for a man-hour estimate and cost of the surveying services.

### 3.0 Geotechnical Investigation

Universal Engineering Sciences, Inc. will provide geotechnical engineering services for this project as a sub-consultant to DRMP. The geotechnical investigation will provide groundwater and soils data for the design of the wet detention pond. Please refer to Exhibit D for a complete scope of services, manhour estimate, and cost of the proposed geotechnical activities.

### 4.0 Permit Coordination

Permitting for this project is expected to involve the following permit applications with the following agencies:

1. Environmental Resources Permit with SJRWMD
2. Drainage Connection Permit with FDOT

DRMP will schedule and attend a pre-application meeting with St. Johns River Water Management District (SJRWMD) to determine and document the permit requirements of this agency. Wetland involvement and mitigation may be part of

## EXHIBIT A

this project if the adjacent existing wetland is included in the treatment train. DRMP will be responsible for preparing and submitting the permit applications, and addressing up to two (2) sets of requests for additional information (RAI's). Permit fees will be paid separately by the City.

DRMP will also conduct a general wildlife survey of the project limits. If any additional permitting for wildlife issues is required, additional services and fees will be needed.

DRMP will coordinate with FDOT, and prepare and submit a drainage connection permit application, if that is determined to be necessary. This activity will include submittal of the permit application with supporting calculations including a Chapter 14-86 analysis of the proposed stormwater system, and response to one round of RAI's.

Please note that based on the preliminary project limits, disturbed project area may exceed the one (1) acre threshold for needing an NPDES general permit for stormwater during construction. A stormwater pollution prevention plan (SWPPP) will be provided in the plan set, and the contractor will be responsible for following requirements to be covered under the permit.

### 5.0 Final Design and Construction Plans

DRMP will perform final design of the project based on the topographic survey, field geotechnical investigation, and conditions known to exist from data collection. The pond and wetland system will be sized to maximize stormwater treatment with consideration of the permanent pool volume, treatment volume, and attenuation. Pollutant load calculations for existing and proposed conditions were developed in the master planning and will be updated for the final design.

DRMP will also investigate and make recommendations for replacing the existing ditch (approximately 460 feet long) on the south side of the project with piping, and retrofitting two (2) stormwater pond outfalls serving adjacent properties. Coordination with the property owner(s) is anticipated as some work would occur on private property. Please note that additional survey services may be necessary if it is determined that a drainage easement should be secured for this work.

## EXHIBIT A

The construction plan set will consist of the following components with the estimated number of plan sheets in parentheses:

- Cover Sheet (1)
- Summary of Quantities/Project Directory/Summary of Drainage Structures (1)
- General Notes (1)
- Project Layout/Survey Data (1)
- Plan/Profile (1" = 40' scale) for Ditch Conversion to Piping (1)  
(with drainage structure and erosion control information)
- Pond and Wetland Detail Sheet (1)
- Pond Cross-Sections at 100-foot intervals, three per sheet (2)
- Miscellaneous Details (1)
- Stormwater Pollution Prevention Plan (SWPPP) (1)

### **Total of 10 sheets**

It is anticipated that maintenance of traffic issues will be covered with general notes and references to FDOT standards. Erosion control items for construction and utility relocations (if any by others) will be included on the plan sheets.

Under this task, DRMP will compile a full construction plan set (11" x 17" size) for utilization in the bidding process to procure a contractor. Construction plans shall be submitted and reviewed by City personnel at the 60%, 90% and final levels of completion. DRMP will also provide estimates of construction cost with each of the plans submittals. DRMP will meet with City staff to discuss review comments and incorporate modifications into drawings at 60% and 90% completion.

DRMP will provide preliminary sets of the construction plans at 60% and final levels of completion to all known utilities providers for the area. DRMP will coordinate with utility owners and incorporate additional information into the project design to accommodate protection or relocation of utilities by others.

## 6.0 Project Management

DRMP will attend a kick-off, progress meetings as desired by the City, and a final meeting through the course of design and permitting. Progress meetings are anticipated to occur bi-monthly on average to discuss progress and resolve issues. DRMP will keep the City informed about the progress of the design with regular email, telephone calls, and monthly written progress reports.

DRMP will perform QA/QC of the design and construction plans and ensure quality deliverables to the City.

## **EXHIBIT A**

### **C. DELIVERABLES**

DRMP will provide to the City the following deliverables:

1. Five (5) sets of Construction Plan Sets at 60%, 90%, and final completion
2. Two (2) sets of Stormwater Design Report at each level of completion
3. One (1) copy of the Construction Cost Estimate at each level of completion
4. One (1) set of Permit Submittal Package, submitted electronically to SJRWMD
5. One (1) set of Drainage Connection Permit to FDOT
6. Mailed or e-mailed copy of all external correspondence related to the project.

### **D. CITY RESPONSIBILITIES**

In order to conduct the scope of work for this design project the following should be provided by the City:

1. Provide documentation of ownership clear of easements or encumbrances.
2. Separate payment of any permitting or wetland mitigation fees.

### **E. SCHEDULE**

DRMP is prepared to begin coordination of survey and geotechnical investigation upon approval of this proposal. Anticipated duration for final design and permitting is ten (10) months upon notice to proceed (NTP). Upon acceptance of this proposal, DRMP will develop a detailed schedule for this project.

### **F. COMPENSATION**

Compensation for this Scope of Work will be paid on a lump sum basis, in the amount of \$59,811.00 as detailed in Exhibit B with hourly rates from the Agreement for continuing services between the City and DRMP. DRMP will invoice the City on a monthly basis based on a percent complete basis at the time of billing.

City of Leesburg, Design Engineering Services for  
Lake Griffin Stormwater Improvements  
Compensation Breakdown  
Exhibit B

Title/Job Description		Division Manager	Project Manager	Project Engineer	GIS Analyst/Env. Scientist	Engineering Technician	Admin. Support	Line Item Estimated Travel Expenditures	Line Item Other Expenditures	Line Item Costs	Line Item Hours
Personnel Hourly Rate		Hours	Hours	Hours	Hours	Hours	Hours				
DRMP											
Ken Kniel, PE		X									
John Minton, PE			X								
Don Brown, PE				X							
Chad Croft, PE				X							
Joshua Miller					X						
Logan Shappell					X						
Kyle Staats, EI						X					
Johanna Espitia							X				
Sarah Prettyman							X				
Element and Task Descriptions											
1.0 Data Collection		0	12	0	6	6	0	\$45	\$20	\$2,734.50	24.0
2.0 Surveying Services (See Exhibit C)										\$12,240.00	
3.0 Geotechnical Investigation (See Exhibit D)										\$3,270.00	
4.0 Permit Coordination											
1.1 ERP with SJRWMD		0	10	0	66	24	8	\$0	\$0	\$9,010.00	108.0
1.2 Wildlife Survey		0	0	0	8	0	2	\$45	\$0	\$804.50	10.0
1.3 Drainage Connection Permit with FDOT		0	2	0	0	12	4	\$0	\$40	\$1,470.00	18.0
5.0 Final Design and Construction Plans											
5.1 Final Design		0	18	0	12	83	6	\$0	\$0	\$10,059.50	118.0
5.2 Construction Plans		0	18	0	0	94	6	\$0	\$200	\$10,200.50	118.0
5.3 Utility Coordination		0	2	0	0	6	2	\$0	\$200	\$1,060.00	10.0
6.0 Project Management											
6.1 Meetings and Coordination		6	22	0	4	8	6	\$267	\$100	\$6,007.00	46.0
6.2 QA/QC		8	9	0	0	0	2	\$0	\$0	\$2,954.72	18.9
Total Hours		14	93	0	96	233	36				
Total Costs		\$2,643	\$13,462	\$0	\$7,664	\$17,475	\$2,141	\$356	\$560		\$59,811





# AGENDA MEMORANDUM

**Item No:** 4.C.8.

**Meeting Date:** May 11, 2015

**From:** DC Maudlin, Public Works Director

**Subject:** Resolution authorizing the execution of a construction services agreement with All-In Construction Services, LLC for the Venetian Gardens Picnic Pavilions project for the amount of \$39,844.00; and providing an effective date.

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**Staff Recommendation:**

Staff recommends approval of the resolution authorizing execution of an agreement with All-In Construction Services, LLC for \$39,844.00.

**Analysis:**

This project will involve furnishing and installing two (2) picnic pavilions at the Ski Beach portion of Venetian Gardens in Leesburg, Florida. The pavilions will have masonry posts with decorative brick at the bottom, and a standing seam metal roof in a color to be determined after award.

Time will be a constraint as the City will require construction and final inspection completed prior to June 30, 2015.

**Procurement Analysis:**

On April 7, 2015 the Purchasing Division issued Invitation to Bid number 150351. Notification of this opportunity was accomplished by posting on-line at Public Purchase.com and the Purchasing Department contacting construction services providers.

On April 28, 2015 sealed bids were received from six prospective contractors and evaluated by Purchasing and Public Works staff. The initial apparent low bidder was deemed non-responsive as their time for completion days exceeded the ITB specific June 30, 2015 completion date requirement.

All-In Construction Services, LLC the second lowest priced bidder submitted a responsive bid and has been deemed a responsible company. Purchasing staff have reviewed the bid response and checked project references. Based on the results of the review, staff recommends awarding the bid to All-In Construction Services, LLC as a responsible contractor submitting the lowest responsive bid.

## SUMMARY OF BIDS

Bidder Name	Location	Total Cost	LVP
All-In Construction Services, LLC	Longwood, FL	\$39,844.00	No
Douchette Construction	Clermont, FL	\$43,987.00	No
Daly & Zilch	Lecanto, FL	\$50,362.00	No
Signature Enterprises, Inc.	Fruitland Park, FL	\$50,676.53	No
R&R Builders	Zephyrhills, FL	\$84,200.00	No

Local Vendor Preference (LVP) policy was not applied as all of the bidders indicated in their bid package non-applicability for the LVP Preference.

### Options:

1. Approve execution of the agreement with All-In Construction Services, LLC; or
2. Such alternative action as the Commission may deem appropriate.

### Fiscal Impact:

Funds are budgeted and available for this project.

Submission Date and Time: 5/11/2015 10:35 AM

Department: <u>Public Works</u> Prepared by: <u>Terry Pollard</u> Attachments: Yes <u>X</u> No <u>      </u> Advertised: <u>      </u> Not Required <u>X</u> Dates: <u>      </u> Attorney Review: Yes <u>      </u> No <u>X</u>  <u>      </u> Revised 6/10/04	Reviewed by: <u>      </u> Finance Dept. <u>      </u> Deputy C.M. <u>      </u> Submitted by: <u>      </u> City Manager <u>      </u>	Account: <u>031-5193-519-6310</u> Project No. <u>310051</u> WF No. <u>0934620/001</u> Req. #:: <u>47451</u> Budget : <u>\$40,000.00</u> Available: <u>\$40,000.00</u>
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RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF  
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND  
CITY CLERK TO EXECUTE AN AGREEMENT WITH ALL-IN  
CONSTRUCTION SERVICES, LLC FOR THE VENETIAN  
GARDENS PICNIC PAVILION PROJECT FOR THE AMOUNT  
OF \$39,844.00; AND PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,  
FLORIDA:**

**THAT** the Mayor and City Clerk are hereby authorized to execute an agreement with ALL-IN CONSTRUCTION SERVICES, LLC whose address is 275 Hunt Park Cove, Longwood, FL 32750 (email: pschumacher@allinconstruction.com), for Venetian Gardens Picnic Pavilions project pursuant to Invitation to Bid.

**THAT** this resolution shall become effective immediately.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 11<sup>TH</sup> day of May 2015.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

## AGREEMENT FOR CONTRUCTION SERVICES

**THIS AGREEMENT** is made as of the 11th day of May in the year 2015, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **ALL-IN CONSTRUCTION SERVICES, LLC** whose address is 275 Hunt Park Cove, Longwood, Florida 32750 (hereinafter referred to as the "CONTRACTOR").

**NOW, THEREFORE**, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the **Venetian Gardens Picnic Pavilions Project** to the CITY as listed in Invitation to Bid 150351 and as described in **ATTACHMENT "A"** which is attached and incorporated by reference herein. This Agreement, all attachments hereto, and Invitation to Bid 150351, shall together be referred to hereinafter as the "Agreement Documents." Nothing herein shall limit the CITY'S right to obtain bids or proposals for services from other contractors for same or similar work.

2. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **\$39,844.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

3. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY's representative.

4. **Term of Agreement.** This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY's authorized representative, unless earlier terminated in accordance with its provisions. Those portions imposing warranty requirements on CONTRACTOR, together with any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.

5. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than FIVE (5) continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Final Completion no later than June 30, 2015, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

6. **Termination for Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the

instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (show cause notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's show cause notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the show cause notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

7. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

8. **Termination for Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

9. **Insurance.** The CONTRACTOR will maintain throughout this Agreement the following insurance: **SEE ATTACHMENT "A"**.

- a. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.
- b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- c. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- d. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- e. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.
- f. All liability insurance, except professional liability, shall be written on an occurrence basis.
- g. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- h. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- i. Except for works' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.



- j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

**City of Leesburg**

**Attention: Mike Thornton, Purchasing Manager**

**P.O. Box 490630**

**Leesburg, Florida 34749-0630**

- k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- n. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).

10. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If however, this Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project;

and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

11. **Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

12. **Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

13. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

14. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

15. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover,

the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

16. **Acceptance of Goods or Services.** The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

17. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

18. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid

under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

19. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

20. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

21. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

22. **Contact Person.** The primary contact person under this Agreement for the CONTRACTOR shall be KENNETH PADGETT, Owner. The primary contact person under this Agreement for the CITY shall be Jennifer Magavero, Assistant Director, Public Works.

23. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

24. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

25. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

26. **Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

27. **Illegal Alien Labor** - CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is in compliance with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

28. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

29. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

*[Signature page follows.]*

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

**THE CITY OF LEESBURG, FLORIDA**

By: \_\_\_\_\_  
Elise Dennison, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Approved as to form:

\_\_\_\_\_  
City Attorney

**ALL-IN CONSTRUCTION  
SERVICES, LLC**

By: Kenneth W. Padgett

Printed: Kenneth W. Padgett

Its: MGRM / President  
(Title)

**ATTACHMENT "A"**

**SCOPE OF SERVICES**

- I. **Work.** The CONTRACTOR shall perform all work in accordance with the Agreement Documents. Furnish all materials, equipment, tools, labor and supervision necessary to complete the Venetian Gardens Picnic Pavilion Project as required by Invitation to Bid (ITB) 150351.
- II. **Addendums.** Addenda 1 of Invitation to Bid 150351 is incorporated by reference and made a part hereof.
- III. **Bid Submittal.** The April 28, 2015 bid submittal from the CONTRACTOR is incorporated by reference and made a part hereof.

*[Rest of page intentionally left blank.]*



Vendor		All-In Construction Services, LLC	Douchette Construction	Daly & Zilch (Florida), Inc.	Signature Enterprises, Inc.	R&R Builders, LLC
Location		Longwood, FL	Clermont, FL	Lecanto, FL	Fruitland Park, FL	Zephyrhills, FL
ITEM	ITEM DESCRIPTION	Bid Amount	Bid Amount	Bid Amount	Bid Amount	Bid Amount
1	Venetian Gardens Picnic Pavilions	\$39,844.00	\$43,987.00	\$50,362.00	\$50,675.53	\$84,200.00
<b>Total Bid Amount</b>		<b>\$39,844.00</b>	<b>\$43,987.00</b>	<b>\$50,362.00</b>	<b>\$50,675.53</b>	<b>\$84,200.00</b>
Local Vendor Preference Applied For		NO	NO	NO	NO	NO
				<b>SEALED BID RESPONSIVENESS REVIEW SUMMARY</b>		
IS THE BIDDER DETERMINED TO BE RESPONSIBLE		YES	YES	YES	YES	YES
IS THE BID DETERMINED TO BE RESPONSIVE		YES	YES	YES	YES	YES
Meets Contractor License Requirement		YES	YES	YES	YES	YES
Contractor License Number		CGC1516577	CGC1520944	CGC059597	CBC1258814	CGC1507984
Item Bid Schedule		YES	YES	YES	YES	YES
Bidders Certification		YES	YES	YES	YES	YES
General Vendor Information		YES	YES	YES	YES	YES
Acknowledgement of Addenda		YES	YES	YES	YES	YES
Sub-Contractor Listing		YES	YES	YES	YES	YES
Material Suppliers or Manufacturers		YES	YES	YES	YES	YES
Time for Completion		30 days	45 days	Did Not Indicate	60	60 days

This Final Bid Tabulation was reviewed and approved by:



Mike Thornton, Purchasing Manager



# AGENDA MEMORANDUM

**Item No:** 5A

**Meeting Date:** May 11, 2015

**From:** Dan Miller, Planning and Zoning Manager

**Subject:** Ordinance rezoning 65+/- acres from C-3 (Highway Commercial) to PUD (Planned Unit Development) for the Lake Square Mall property (Lake Square Mall - ViaPort)

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## **Staff Recommendation:**

The Planning staff and the Planning Commission recommend approval of the proposed rezoning for the subject property from C-3 (Highway Commercial) to PUD (Planned Unit Development).

## **Analysis:**

The project site is approximately 65+/- acres. The property is generally located on the northeast corner of US441 and Radio Road, as shown on the attached General Location Map. The present zoning for this property is C-3 (Highway Commercial). The current use of the property is an indoor retail shopping mall. This proposed rezoning will allow the addition of seven new lots for use as restaurant/retail/or other compatible uses, increase the landscaping component of the property, and help support a locally significant development project that will inject new job opportunities and revenue into the City of Leesburg's economy.

The surrounding zoning designations include Lake County RP (Residential-Professional), County A (Agriculture), County RMRP (Residential Manufactured Home Park) and City P (Public) to the north; City C-3 (Highway Commercial) to the south; Lake County RMRP (Residential Manufactured Home Park) and City P (Public) to the east; and City C-3 (Highway Commercial) and Lake County R-6 (Urban Residential) to the west. The surrounding Future Land Use Map designations are City General Commercial and Lake County Urban Medium Density. The proposed zoning district of City PUD (Planned Unit Development) is compatible with the adjacent and nearby properties in the area and with the existing General Commercial future land use and is compatible with the adjacent nearby future land use designations of City General Commercial and Lake County Urban Medium Density.

The existing land uses surrounding the property are undeveloped land and single family residential manufactured homes to the north; retail and office uses to the south and west; and single family manufactured homes and a retail shopping center to the east. The property is currently connected to City of Leesburg utilities. This request does not appear to create a detriment to the surrounding properties.

By a vote of 7 to 0 on April 16, 2015, the Planning Commission voted to recommend approval.

### Options:

1. Approve the proposed rezoning to PUD (Planned Unit Development).
2. Alternate action as the Commission may deem appropriate.

### Fiscal Impact:

A positive fiscal impact is anticipated through the future development of the property, including additional revenue generated by increased property taxes and utility services.

**Submission Date and Time:** 5/11/2015 10:36 AM

Department: <u>_Comm Dev. P&amp;Z</u> Prepared by: <u>_Dan Miller, P&amp;Z Mgr_</u> Attachments: <u>Yes_X_ No</u> Advertised: <u>Not Required</u> Dates: _____ Attorney Review : <u>Yes_ No</u> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 65 ACRES GENERALLY LOCATED AT THE NORTHEAST CORNER OF US HIGHWAY 441 AND RADIO ROAD, LYING IN SECTION 23, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, FROM C-3 (HIGHWAY COMMERCIAL) TO PUD (PLANNED UNIT DEVELOPMENT); AND PROVIDING AN EFFECTIVE DATE. (Lake Square Mall - ViaPort)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

**Section 1.**

Based upon the petition of Lake Square Mall Properties, LLC, the petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from C-3 Highway Commercial) to PUD (Planned Unit Development), to-wit:

(Legal Description)  
(See Exhibit B)

**Section 2.**

This ordinance shall become effective upon its passage and adoption, according to law.

**PASSED AND ADOPTED** at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 11<sup>th</sup> day of May, 2015.

**THE CITY OF LEESBURG**

By: \_\_\_\_\_  
Elise A. Dennison, Mayor

ATTEST:

\_\_\_\_\_  
J. Andi Purvis, City Clerk

**LAKE SQUARE MALL (VIA PORT)  
PLANNED UNIT DEVELOPMENT CONDITIONS  
APRIL 16, 2015**

This Planned Unit Development Conditions document for a PUD (Planned Unit Development) zoning district is granted by the City of Leesburg, Lake County, Florida to LAKE SQUARE MALL REALTY MANAGEMENT, LLC herein known as the "Permittee", who shall be subject to the terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development "of the City of Leesburg Code of Ordinances, as amended.

**BACKGROUND**

The "Permittee" is requesting a Planned Unit Development (PUD) zoning district to allow redevelopment of a mixed use property comprised of retail, office, general commercial and entertainment uses and activities on approximately 65 acres, generally located at the northeast corner of US441 and Radio Road, on a site within the city limits of the City of Leesburg in accordance with their PUD application and supplemental information.

**PURPOSE**

The purpose of this document is to provide appropriate zoning standards for a high quality built environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property to increase the overall economic opportunity and employment base of Leesburg, Florida.

**CONDITIONS**

The following conditions shall apply to the development proposed herein. If any instance where the conditions of this document may conflict with the City of Leesburg Code of Ordinances, this document shall prevail as the determining requirement.

**1. PERMISSION**

- A. Permission is hereby granted to LAKE SQUARE MALL REALTY MANAGEMENT LLC, to build, operate, and maintain a Planned Unit Development in and on real property in the City of Leesburg, subject to all appropriate federal, state and local permitting codes, standards and requirements.

**2. LEGAL DESCRIPTION:**

- A. The property is more particularly described below.  
See attached legal "Exhibit A"

**3. PERMITTED AND EXCLUDED USES**

The above described property, containing approximately 65 acres, shall be used for mixed use retail, office, general commercial, residential and entertainment uses, pursuant

to the requirements of this document and City of Leesburg development codes, requirements and standards, and as noted below.

A. Permitted Uses –

The following uses are considered permitted uses on the subject property:

- i. Retail shops
- ii. Restaurants
- iii. Bakeries
- iv. General office uses
- v. Indoor Recreation and entertainment uses (i.e. movie theatres and bowling alleys, arcade and game rooms etc.)
- vi. Banking and investment services
- vii. Medical/Dental Offices and Services
- viii. Personal Services (Salons/Barber Shops etc.)
- ix. Music/Dance/Gymnasium/Martial Arts/Exercise studios and/or similar instruction and performance facilities
- x. Art Galleries
- xi. Churches/Houses of Worship
- xii. Community Centers
- xiii. Youth activity centers
- xiv. Educational facilities such as private schools and adult education classrooms
- xv. Day care (child and adult)
- ~~xvi. Residential uses (apartments/condominium/assisted living)~~
- xvii. Bars, clubs and lounges
- xviii. Hotel
- xix. Liquor/package store
- xx. Vehicle sales and limited service uses
- xxi. Government offices/uses

B. Excluded Uses

The following uses shall not be permitted on the subject property:

- i. Transient facilities
- ii. Mini storage units
- iii. Industrial uses
- iv. Warehouse/freight storage
- v. Waste related uses
- vi. Truck stops
- vii. Firing range
- viii. Funeral Home/Mortuary/Crematory uses
- ix. Any similar uses which are not considered retail, office, commercial, residential or entertainment in character or intensity, which may adversely impact or otherwise be incompatible with the adjoining properties due to noise, dust, vibration, odor, etc.

C. Accessory Uses

Accessory uses shall be permitted as follows:

- i. Outdoor storage for retail use

- ii. Long term automobile parking
- iii. Outdoor seating, cabanas and other structures used as waiting areas
- ~~iv. Temporary Displays of outdoor works of art, permanent or temporary~~
- v. Temporary modular construction office for use during construction.

D. Residential Uses

Residential uses not to exceed 15% of the total parcel area (9.95 acres) for apartments, townhomes, condominiums and assisted living may be permitted as an amendment to this PUD (Planned Unit Development) document with a revised site plan.

4. LOT DEVELOPMENT STANDARDS

A. Minimum Lot Development Standards

- i. Minimum lot development standards shall be those of the C-3 (Highway Commercial) zoning district, except as amended by these conditions.
- ii. Final lot sizes and setbacks may be adjusted by staff during the site plan review process to meet the intent of this PUD (Planned Unit Development) zoning.

B. Setbacks

- i. Minimum setbacks shall be those of the C-3 (Highway Commercial) zoning district.
- ii. Minimum distance between structures shall be 30 feet; measured from the nearest vertical wall of adjacent buildings.
- iii. Corner lots shall have a minimum side yard setback of 20 feet from the public right-of-way.
- iv. Accessory structures shall have a minimum rear and side setback of 20 feet, and shall not occupy more than fifteen (15) percent of the required rear yard.

C. Impervious Surface Coverage

- i. Impervious surface coverage shall not exceed 80 percent of the total property, and open space shall not be less than 20 percent of the total property area.

D. Maximum Building Height

- i. Building height shall not exceed six (6) stories or 65 feet.

E. Easements

- i. As part of the development process, easements shall be provided as required by the City of Leesburg and other utility providers, including but not limited to water, wastewater, natural gas, electric, fiber, cable, and communications, for installation and maintenance of utilities

5. LANDSCAPING

A. General

- i. A  
master landscape plan shall be submitted for review by City staff for all buffer/boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this PUD document and the Conceptual Site Plan (Exhibit B) and where applicable, City of Leesburg landscape code requirements.



- ii. All landscaped areas shall be designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.
- B. Landscape Buffer Areas for New Construction
  - i. The site shall be developed in accordance with the approved landscape plan, which shall be substantially consistent with Exhibit B, Conceptual Site Plan attached hereto.
  - ii. In accordance with the approved site/landscape plan, and where applicable, for each one hundred (100) linear feet, or fraction thereof of boundary area the following plants shall be provided in accordance with the planting standards and requirements of the City of Leesburg Code of Ordinances.
  - iii. In accordance with the approved landscape plan, and where applicable, there shall be two (2) canopy trees, two (2) ornamental trees and thirty (30) shrubs, selected from the approved lists of trees and shrubs shown in Section 25-328 (i) (2), Landscape plants materials list, City of Leesburg, Code of Ordinances.
  - iv. The remainder of the buffer area shall be landscaped with drought tolerant grasses such as Bermuda, or Bahia, plus groundcover or other landscape treatment in accordance with the City of Leesburg Code of Ordinances.
  - v. Existing vegetation which is to remain within the required buffer shall be protected during construction.
- C. Building Landscaping
  - i. All new building construction shall comply with Section 25-329 Landscape Buffer Requirements, City of Leesburg Code of Ordinances, for landscaping around building areas, including a five (5) foot landscape buffer around the building perimeter. All new structures shall extend the required landscape perimeter area to include all sides visible to the general public.
- D. Parking Lot Landscaping
  - i. All existing parking aisles shall be retrofitted with landscape islands located at the end of each aisle.
- E. Entryway and Access Road Landscaping
  - i. The main access road entering the property from US441 shall be landscaped based on the final landscape plan as approved by staff in the site plan development process subject to the conditions of this PUD document and City of Leesburg landscape code requirements.
- F. Sign Landscaping
  - i. A landscaped planting area a minimum of five hundred (500) square feet in size shall be included in the main entrance design plans for the ground sign. The landscape shall include shrubs and groundcover. The landscape area shall be counted towards the minimum landscape and pervious area requirements for a site. For redevelopment or retrofitting of developed sites where the existing impervious areas make it impractical to provide irrigation as determined by the Planning and Zoning Manager, landscaping may not be required.
  - ii. Landscaping around all other monument signs shall comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.
- G. Open Space

- i. A minimum of thirty (20) percent of the property shall be open space. Retention areas, buffers and landscaped areas may be used for the purpose of calculating open space. Parking areas and vehicle access areas shall not be considered in calculating open space.

#### H. Variations to Landscape Requirements

- i. Variations to these landscape requirements of this document may be approved by the Planning and Zoning Manager as long as the intent of the landscaping section of this PUD (Planned Unit Development) document is maintained.

### 6. **ACCESS AND CIRCULATION**

#### A. Internal Circulation

- i. Drives and access points shall be constructed within the interior of the development so that continuous vehicular and pedestrian access is available among and between all new structures on the property.

#### B. Vehicular Access

- i. Vehicular access to the project site shall be provided by a minimum of four (4) public access points, consisting of at least one (1) on Radio Road, at least two (2) on US Highway 441, and at least one (1) on the eastern side of the property adjoining the Shoppes of Lake Village shopping center to the east. At least one of the public entry access point along US441 shall be divided roadway access, with landscaping and signage as noted under the Signage and Landscape requirements in this document.
- ii. Vehicular access, meeting the standards and requirements herein and as required under the City of Leesburg Code of Ordinances, shall be required at the time of development of adjacent property to the north of the existing Lake Square Mall property.
- iii. All roads within the development shall be designed and constructed by the developer to meet City of Leesburg requirements.

#### C. Pedestrian Access

- i. Pedestrian access shall be provided through sidewalks and/or walkways connecting all new buildings within the development. Pedestrian access shall include consideration of sidewalks, recreational trails/paths etc., to adjoining properties.
- ii. All pedestrian crossing areas shall be visibly marked with appropriate pedestrian crossing signage and striping. Intersections shall have street pavers, striping or similar materials approved through the appropriate site plan and/or building permit process, to allow safe crossing points and pedestrian access to all structures.

### 7. **PARKING**

#### A. Mall Parking Requirements

- i. Parking for traditional retail malls constitutes the largest use of land on the property and is generally in excess of what is required on a daily basis.

Parking requirements for the primary Lake Square Mall building shall be three (3) spaces per 1000 square feet of gross leasable area.

- B. Outparcel, leased buildings and other parking requirements
  - i. Parking for structures other than the primary Lake Square Mall building shall be provided as off-street spaces pursuant to the City of Leesburg Code of Ordinances, as amended, which shall include the required number of handicapped parking spaces.
- C. Handicapped parking requirements
  - i. Handicap parking requirements for number, size and design shall be met through providing the required number based on the City of Leesburg Code of Ordinances, as amended. Handicap parking standards of the Americans with Disabilities Act shall apply.

## **8. TRANSPORTATION IMPROVEMENTS**

- A. Traffic/Transportation Study
  - i. Traffic/transportation studies shall be submitted for new developments during the site plan review process, for review and determination of any necessary access improvements as required by FDOT, Lake County, the MPO or the City of Leesburg. Any required improvements will be the responsibility of the Permittee.
- B. Approvals for Improvements
  - i. All transportation improvements shall be contingent upon site plan approval by City of Leesburg staff during development review/permit application. Said approval shall also be contingent upon review and approval by the MPO, Lake County and the Florida Department of Transportation where required.

## **9. SIGNAGE**

- A. Ground signs (Radio Road and US 441).
  - i. All signs shall be monument ground signs with design and architectural style consistent with the overall complex or campus.
  - ii. Ground signs may not be permitted on vacant property.
  - iii. One (1) ground sign per parcel for each primary street frontage entrance shall be permitted as follows:
  - iv. Signs on designated arterial roadways and collector roadways are twelve hundred (1200) square feet per face.
  - v. Signs on all other roadways are five hundred (500) square feet per face.
- B. Height of ground signs.
  - i. Ground signs fronting on two-lane highways shall not exceed twenty-five (25) feet in height.
  - ii. Ground signs fronting on four-lane divided highways shall not exceed sixty (60) feet in height.
  - iii. The height of any ground sign shall be measured from the finished grade level or crown of the road whichever is greater to the top of the sign face.
  - iv. The minimum clearance of the bottom of the sign face of any ground sign shall be two (2) feet from the finished grade level or crown.
- C. Setbacks for ground signs.

- i. The minimum setback from right-of-way line shall be five (5) feet.
  - ii. The minimum setback from any side or rear yard property line shall be ten (10) feet.
  - iii. The minimum setback from any residential zoning district shall be twenty (20) feet.
- D. Design of ground signs.
  - i. Vertical structure supports for ground signs shall be concealed in an enclosed
    - ii. base. The width of such enclosed base shall be equal to at least one-half ( $\frac{1}{2}$ ) the horizontal width of the sign surface.
    - iii. The base shall be of an architectural style similar to that of the principal building to include split face block, finished metal or brick or stucco finish.
    - iv. In order to soften the impact of larger monument signs provided in these regulations, the main entrance areas at arterial roadways and collector roadways shall have significant architectural design feature such as water features, large stone or brick features such as arched entrances, large trees such as 30 ft. canary island date palms, hard wood trees etc.
    - v. Alternative designs for the ground enclosure supports and bases of a monument sign may be approved by the Community Development Director where the architectural style would be in keeping with the intent of these sign regulations and the complex or campus design.
- E. Landscaping for ground signs (see also Section 5.F.)
  - i. A landscaped planting area a minimum of five hundred (500) square feet in size shall be included in the main entrance design plans for the ground sign. The landscape shall include shrubs and groundcover. The landscape area shall be counted towards the minimum landscape and pervious area requirements for a site. For redevelopment or retrofitting of developed sites where the existing impervious areas make it impractical to provide irrigation as determined by the Planning and Zoning Manager, landscaping may not be required.
  - ii. Landscaping around all other monument signs shall comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.
- F. Wall signs
  - i. All wall signs shall be designed and constructed to comply with the standards and requirements of the sign regulations of the City of Leesburg Code of Ordinances, as amended.
- G. Decorative rectangle or feather flags
  - i. Decorative rectangle or feather flags for advertising complexes shall be permitted on site and along the adjacent roadways at a maximum of one flag per twenty-five (25) lineal feet or as approved on the conceptual plans for the property.



*Typical view- Mall flags*

**10. DEVELOPMENT PHASING**

A. Phasing of Development

- i. The proposed project may be constructed in phases in accordance with the Planned Unit Development Conceptual Plan (Exhibit B) or the approved site plan as applicable. Changes to the Conceptual Development Plan or approved site plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process.

B. Implementation of Development

- i. Implementation of the project shall substantially commence within 36 months of approval of this Planned Unit Development. In the event, the conditions of the PUD have not been implemented during the required time period, the PUD shall be scheduled with due notice for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to C-3 (Highway Commercial) or another appropriate zoning classification.

C. Satisfaction of Implementation

- i. Satisfaction of the implementation of development shall be attained at such point as the developer has performed any of the following:
  - i. Received an approved site plan for new construction;
  - ii. Pulled a building permit and diligently pursued completion of a new structure as shown on the conceptual site plan;
  - iii. Completed installation of trees in the existing parking and boundary areas of the Lake Square Mall building

**11. DRAINAGE AND UTILITIES**

- A. Prior to receiving Final Development Plan Approval, the "Permittee" shall submit, if applicable, a Master Site Drainage Plan and Utility Implementation Plan acceptable to the City of Leesburg. Prior to removal, renovation or demolition of any existing development on the site, the permittee shall provide:

- i. A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties shall be required.
- ii. A detailed site plan indicating all provisions for electric, water, sewer, and natural gas in accordance with the site plan review process as required by the City of Leesburg Code of Ordinances.

**12. WETLANDS AND FLOOD ZONES**

- A. Existing Wetlands

- i. Where wetlands exist on the site, the following requirements shall apply. Prior to disturbance or development of any wetland area, the "Permittee" shall submit and receive approval from all affected governmental agencies to include, but not limited to, St. John's River Water Management District and the State of Florida Department of Environmental Regulation. Any notice of violation from any affected agency shall be cause for a cease and desist order on permits issued by the City of Leesburg until such time as the violation has been resolved with the appropriate agency(s).
- B. Wetland Buffers
  - i. Buildings or structures shall be an average of 50 feet from any wetland jurisdiction boundary. Under no circumstances shall the minimum buffer width be less than 30 feet.
  - ii. Wetlands shall have a minimum upland buffer as established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
- C. Wetland Easements
  - i. To the extent practical, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, St. Johns River Water Management District or another legal entity such as a homeowners association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to St. Johns River Water Management District or another legal entity such as a property owners association for ownership and maintenance.

### **13. STORMWATER MANAGEMENT / UTILITIES**

- A. Stormwater Management and Utility Plan
  - i. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:
    - a. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
    - b. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
    - c. The 100-year flood plain shown on all plans and lots.
    - d. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100 year flood plain is altered and /or a new 100 year flood elevation is established in reference to the applicable flood insurance rate map.
    - e. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District.

ii. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.

B. The developer shall bear all responsibility, financial and otherwise, for the construction and installation of utility infrastructure and other improvements related to the use and development of the property, which shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction.

#### **14. MAINTENANCE**

A. Responsibility to maintain

i. With the exception of public utilities, maintenance of all site improvements, including but not limited to drives, internal sidewalks, landscaping and drainage and all other structures shall be the responsibility of the owner.

#### **15. DESIGN REQUIREMENTS**

A. Architectural Theme

i. Each building shall have a common architectural theme for each phase and the side of buildings which face streets (public or private) shall be finished in the same materials as used in the front of buildings.

B. Screening of equipment

i. Mechanical units and roof equipment should be screened from view with parapet or other screening method so that mechanical equipment is not seen from public right-of-way and the adjacent residential property.

C. Exterior construction materials

i. Exterior building materials contribute significantly to the visual impact of a building on the community. They shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:

i. at least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.

ii. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option).

iii. All textured stucco, provided there are unique design features such as recessed areas, tile roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.

D. Public Entrances.

i. Buildings that are open to the public shall have an entrance for pedestrians from the street to the building interior. This entrance shall be designed to be



attractive and functionally be a distinctive and prominent element of the architectural design, and shall be open to the public during business hours. Buildings shall incorporate lighting and changes in mass, surface or finish to provide emphasis to the entrances.

E. Building Façade.

- i. Building facades shall provide architectural relief for building walls and frontage walls facing the street. Buildings shall provide a foundation or base, typically from ground to bottom of the lower windowsills, with changes in volume or material. A clear visual division shall be maintained between ground level floors and upper floors on multi-story buildings.

F. Design Variations

- i. Other similar design variations meeting the intent of this section may be approved at the discretion of the Planning and Zoning Manager.

**16. MISCELLANEOUS CONDITIONS**

A. Uses

- i. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically authorized by the Planning Commission in accordance with the Planned Unit Development amendment process.

B. Approvals

- i. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.

C. Compliance

- i. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.

D. Transfer of Ownership

- i. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Code of Ordinances, as amended.

E. Benefit

- i. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.

**17. LEVELS OF SERVICE AND CAPACITY**

- i. Levels of Service

- i. As submitted, the proposed zoning change does not appear to result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to roads, sewage, water supply, drainage, and solid waste. However, no final development order (site plan and building permits) shall be granted for proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

B. Utilities

i. Projected Capacities

- a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
- b. If the development requires construction of new distribution mains, since existing facilities in the service area are not adequate, the developer will be required to construct such facilities to provide service. The developer will bear the cost of design, permitting and construction. Any such facilities must be constructed in a fashion consistent with the City's master plans and to the City standards and specifications.

ii. Commitment of Capacity

- a. There are no previous commitments of any existing or planned excess capacity.

iii. Ability to Provide Services

- a. The City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.

## LEGAL DESCRIPTION

### PARCEL 1: (FEE SIMPLE ESTATE)

A PART OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, AND A PART OF LOTS 5, 6, AND 7, BLOCK 41, OF SILVER LAKE ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGES 66, 67 AND 68, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF THE N.W. 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 25 EAST, RUN S.00°13'00"E. ALONG THE EAST LINE OF THE N.W. 1/4 FOR 700.00 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN S.89°37'40"W., 400.00 FEET; THENCE N.00°13'00"W., 700.00 FEET TO A POINT ON THE NORTH LINE OF THE N.W. 1/4, SAID POINT ALSO BEING ON THE SOUTH LINE OF BLOCK 41 OF SAID SILVER LAKE ESTATES; FROM SAID POINT RUN N.00°30'20"W., 600.00 FEET; THENCE S.89°37'40"W., 928.60 FEET TO THE WEST LINE OF BLOCK 41 OF SAID SILVER LAKE ESTATES; RUN THENCE S.00°30'20"E. ALONG THE WEST LINE OF BLOCK 41 A DISTANCE OF 100.00 FEET; THENCE N.89°37'40"E., 664.30 FEET TO THE EAST LINE OF LOT 6 OF SAID BLOCK 41; THENCE S.00°30'20"E. ALONG THE EAST LINE OF SAID LOT 6 A DISTANCE OF 500.0 FEET TO THE SOUTHEAST CORNER OF LOT 6; THENCE S.00°15'40"E. A DISTANCE OF 668.51 FEET; THENCE S.89°41'00"W., 631.60 FEET; THENCE S.00°18'51"E. ALONG EAST RIGHT-OF-WAY OF RADIO ROAD A DISTANCE OF 278.41 FEET; THENCE N.89°37'51"E., 7.00 FEET; THENCE S.00°18'51"E. ALONG EAST RIGHT-OF-WAY OF RADIO ROAD 1382.13 FEET TO THE NORTHERLY RIGHT-OF-WAY OF U.S. HIGHWAY NO. 441; THENCE S.71°58'30"E., 1039.31 FEET TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHERLY AND HAVING A RADIUS OF 7863.11 FEET; FROM SAID P.C. OF CURVE RUN S.71°01'00"E. ALONG A CHORD BEARING 315.90 FEET; THENCE N.18°13'06"E., 1500.00 FEET; THENCE N.71°46'54"W., 500.0 FEET TO A POINT THAT IS S.00°13'00"E. OF THE POINT OF BEGINNING; RUN THENCE N.00°13'00"W., 479.81 FEET TO THE POINT OF BEGINNING.

### LESS AND EXCEPT:

A STRIP OF LAND OF EQUAL WIDTH 50 FEET WIDE OFF OF THE ENTIRE WEST SIDE OF THE FOLLOWING PARCEL: THE SOUTH 100 FEET OF THE NORTH 150 FEET OF LOT 5, BLOCK 41, ACCORDING TO THE PLAT OF SILVER LAKE ESTATES AS RECORDED IN PLAT BOOK 10, PAGES 66 - 69 OF THE PUBLIC RECORDS OF LAKE COUNTY, FLORIDA. SAID PROPERTY IS IN SECTION 14, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA,

### ALSO LESS AND EXCEPT:

FROM THE NORTH 1/4 CORNER OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN S.00°13'00"E. ALONG THE NORTH-SOUTH MID-SECTION LINE 1179.81 FEET; THENCE S.71°46'54"E., 350.79 FEET TO THE POINT OF BEGINNING; CONTINUE S.71°46'54"E., 149.21 FEET; THENCE S.18°13'06"W., 140.20 FEET; THENCE N.71°58'34"W., 155.19 FEET; THENCE N.20°39'06"E., 140.85 FEET TO THE POINT OF BEGINNING.

### ALSO LESS AND EXCEPT:

COMMENCE AT THE NORTHEAST CORNER OF THE N.W. 1/4 OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 25 EAST, IN LAKE COUNTY, FLORIDA, AND RUN S.00°13'00"E. ALONG THE EAST LINE OF THE N.W. 1/4 A DISTANCE OF 700 FEET; THENCE CONTINUE S.00°13'00"E. ALONG SAID EAST LINE OF THE N.W. 1/4 A DISTANCE OF 152.48 FEET; THENCE RUN S.89°37'40"W., 93.85 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN THENCE S.03°01'30"W., 427.71 FEET; THENCE RUN N.86°58'30"W., 295.96 FEET; THENCE RUN S.03°01'30"W., 8.18 FEET; THENCE RUN N.86°58'30"W., 348.96 FEET; THENCE RUN N.03°01'30"E., 446.50 FEET TO THE BEGINNING OF A CURVE CONCAVED SOUTHEASTERLY AND HAVING A RADIAL BEARING OF N.03°03'51"W., AND A RADIUS OF 382.00 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 20°58'29" AN ARC LENGTH OF 139.84 FEET TO THE END OF SAID CURVE; THENCE RUN S.65°55'41"W., 0.67 FEET TO THE BEGINNING OF A CURVE CONCAVED SOUTHEASTERLY AND HAVING A RADIUS OF 382.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°13'23" AN ARC LENGTH OF 81.49 FEET TO THE END OF SAID CURVE; THENCE RUN S.53°42'18"W., 95.32 FEET TO THE BEGINNING OF A CURVE CONCAVED SOUTHEASTERLY AND HAVING A

RADIUS OF 217.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°42'24" AN ARC LENGTH OF 104.94 FEET TO THE END OF SAID CURVE; THENCE RUN S.25°59'54"W., 156.66 FEET TO THE BEGINNING OF A CURVE CONCAVED NORTHWESTERLY AND HAVING A RADIUS OF 98.00 FEET; THENCE SOUTHWESTERLY AND WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 63°41'15" AN ARC LENGTH OF 108.93 FEET TO THE END OF SAID CURVE; THENCE RUN S.89°41'09"W., 42.94 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF RADIO ROAD; THENCE RUN N.00°18'51"W. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF RADIO ROAD 18.00 FEET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY LINE OF RADIO ROAD RUN N.89°41'09"E., 42.94 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 80.00 FEET; THENCE EASTERLY AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 63°41'15" AN ARC LENGTH OF 88.92 FEET TO THE END OF SAID CURVE; THENCE RUN N.25°59'54"E., 156.66 FEET TO THE BEGINNING OF A CURVE CONCAVED SOUTHEASTERLY AND HAVING A RADIUS OF 235.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°42'24" AN ARC LENGTH OF 113.64 FEET TO THE END OF SAID CURVE; THENCE RUN N.53°42'18"E., 95.32 FEET TO THE BEGINNING OF A CURVE CONCAVED SOUTHEASTERLY AND HAVING A RADIUS OF 400.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°13'23" AN ARC LENGTH OF 85.33 FEET TO THE END OF SAID CURVE; THENCE RUN N.65°55'41"E., 0.67 FEET TO THE BEGINNING OF A CURVE CONCAVED SOUTHEASTERLY AND HAVING A RADIUS OF 400.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 27°05'49" AN ARC LENGTH OF 189.17 FEET TO THE END OF SAID CURVE; THENCE RUN S.86°58'30"E., 497.56 FEET TO THE BEGINNING OF A CURVE CONCAVED SOUTHWESTERLY AND HAVING A RADIUS OF 200.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°12'47" AN ARC LENGTH OF 112.45 FEET TO THE POINT OF BEGINNING.

PARCEL II: (FEE SIMPLE ESTATE)

A PART OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 (NORTH 1/4 CORNER) OF SECTION 23, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, RUN SOUTH 00 DEGREES 13' 00" EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 A DISTANCE OF 1,179.81 FEET; THENCE SOUTH 71 DEGREES 46' 54" EAST, 350.79 FEET; THENCE SOUTH 20 DEGREES 39' 06" WEST 109.33 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; FROM SAID POINT OF BEGINNING, RUN SOUTH 26 DEGREES 46' 50" EAST, 44.38 FEET; THENCE NORTH 71 DEGREES 58'34" WEST, 32.72 FEET; THENCE NORTH 20 DEGREES 39' 06" EAST, 31.52 FEET TO THE POINT OF BEGINNING.

PARCEL III: (NON-EXCLUSIVE EASEMENT ESTATE)

TOGETHER WITH THOSE RIGHTS AND EASEMENTS CONSTITUTING RIGHTS IN REAL PROPERTY CREATED PURSUANT TO THAT CERTAIN OPERATING AGREEMENT BY AND BETWEEN THE EQUITABLE LIFE ASSURANCE SOCIETY OF THE UNITED STATES AND DAYTON HUDSON CORPORATION DBA TARGET STORES RECORDED IN OFFICIAL RECORDS BOOK 1147, PAGE 1452, AS AMENDED BY FIRST AMENDMENT TO OPERATING AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 1205, PAGE 400, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

## Conceptual Development Plan

### LEGAL DESCRIPTION

LAND IN THE EASTERN PART OF SOUTH RANGE IN EAST COUNTY, FLORIDA, AND A PART OF  
 LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 83

[illegible][illegible][illegible]

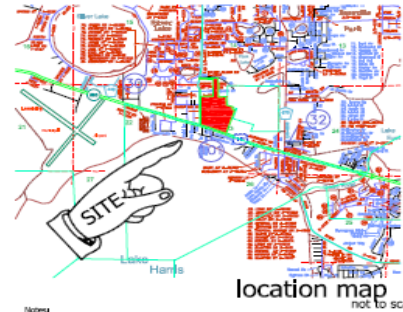
**ANALYSIS:** [SEE SAMPLE SUMMARY]  
A PART OF SECTION 20, TOWNSHIP 18 SOUTH, RANGE 33 EAST, LARGE  
COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:  
  
FROM THE NORTHEAST CORNER OF THE NORTHWEST 1/4 NORTH 1/4 CORNER  
OF SECTION 20, TOWNSHIP 18 SOUTH, RANGE 33 EAST, LARGE COUNTY,  
FLORIDA, RUN SOUTH AS BEARINGS 17° 16' 00" E AND DISTANCE 19.00 FEET  
TO THE NORTHWEST 1/4 A DISTANCE OF 17.00 FEET TO THENCE SOUTH 25°  
SOUTHWEST BY ROAD, 89.16 FEET THENCE SOUTH 30 DEGREES S  
DISTANCE 204.12 FEET TO THE POINT OF BEGINNING OF THIS  
DESCRIPTION FROM SAID POINT OF BEGINNING, RUN SOUTH 2° 30 DEGREES

PARCEL 218 (NORTHGATE HARBOR) BEYOND  
TOGETHER WITH THOSE PLANTS AND GARDENS CONSTITUTE RIGHTS IN  
REAL PROPERTY EXERCISED PURSUANT TO THAT CONTRACT OPERATING  
MANAGEMENT BY AND BETWEEN THE SOUTHERN LIFE ASSURANCE SOCIETY OF  
THE UNITED STATES AND SOUTHERN FLORIDA CORPORATION. DATA TARGET STORES  
RECORDED IN OFFICIAL RECORDS REVEAL THAT THE FIRST RECORD IN  
FIRST AGREEMENT TO OPERATING AGREEMENT RECORDED IN OFFICIAL  
RECORDS BOOK 1208, PAGE 400, PUBLIC RECORDS OF LAND COUNTY,  
FLORIDA.

Notes:

1. Total project area 2,810,000 sq. ft.
2. Existing Zoning C-3, 100' height limit, no outdoor recreation, no parking.
3. Current use of property is vacant.

4. Existing far 6/21, prop
5. Existing far 0.29, prop
6. Existing open space 1
7. Proposed open space
8. Central water and sew
9. Landscape buffers to
10. Project phasing subdi
11. Landscape shown 1



location map  
not to scale

Procedures

1. Total grading area 2,933,440 sq ft, 65 acres +
2. Existing Zoning CO-3, Proposed Zoning PUD with CO-3 uses and Indoor recreation, outdoor recreation, and parking structures.
3. Current use of property: Reed Elementary Center
4. Existing IFR 0.21, proposed IFR 0.22
5. Existing open space 14.06 acres + (21%)
6. Proposed open space 15.12 acres (23%)
7. Central water and sewer from City of Levenson, Stormwater management by system of dikes and retention ponds. All improvements to be constructed by developer.
8. Landscape trees to be removed: 100. Code where feasible, buffers all uses.
9. Existing landscape material as appropriate.
10. Project phasing subject to market demand.
11. Landscaping shown is illustrative only and does not consider existing trees and landscaping to be preserved.
12. Maximum building height 6 stories or 75'

**Parking:**

Mall Structure 560,000 total sq. ft., 383,116 GFA @ 4 spaces per 1,000 sq. ft. ■ 1,532 spaces  
 Existing Lease Structures 18,977 sq. ft. @ 28 existing dedicated spaces  
 Proposed Lease Structures 35,000 sq. ft. restaurant @ 1 space per 75 sq. ft. ■ 467 spaces  
 1,999 spaces total required  
 1,915 spaces existing  
 117 new spaces proposed  
 2,032 spaces provided  
 Shared parking and depot for 95 space deficit

**Owners Lake Square Mall Realty Management, LLC**  
C/O Fust Asak  
10401 US Highway 441  
Leesburg, Florida 34788  
(352) 787 1200

**Agents LPG Urban & Regional Planners, Inc.**  
Greg A. Bellevue  
1162 Camp Ave.  
Mount Dora, FL 32757  
(352) 385-1940

**Plans Preparer LPG Urban & Regional Planners**  
1162 Camp Ave.  
Mount Dora, FL 32757  
(352) 385-1940

VIA|PORT  
U.S.A.

Urban & Regional Planners, Inc.  
1152 CAMP AVENUE - MT. DORA, FL 32757  
(352)385-1940 / FAX (352)383-8024  
Proj.: 1618-2 File: LSM 03-06-2015.dwg

Conceptual Development Plan For:

# Lake Square Mall

Leesburg, Florida

March 6th, 2015



This plan is subject to change resulting from engineering, permitting and site constraints.



**CITY OF LEESBURG PLANNING & ZONING DIVISION  
RECOMMENDATIONS**

**DATE:** April 16, 2015  
**OWNER:** Fuat Agsak, Lake Square Mall Realty Management, LLC  
**PETITIONER:** Greg Beliveau  
**PROJECT:** Lake Square Mall (Via Port)  
**REQUEST:** Planned Development Rezoning  
**CASE NO.:** RZ-15-31

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**THE PLANNING & ZONING DIVISION RECOMMENDS:**

APPROVAL of the request

**for the following reason(s):**

1. The proposed zoning district of PUD (Planned Unit Development) is compatible with the surrounding adjacent properties zoned County RP (Residential/Professional), County RMRP (Residential Manufactured Home Rental Park) County R-6 (Urban Residential) and to adjacent property in the City zoned P(Public) and C-3 (Highway Commercial). With the proposed conditions, there does not appear to be a conflict with adjacent property zoned County A (Agriculture).
2. The proposed zoning PUD (Planned Unit Development) district amendment is compatible with the existing future land use designation of General Commercial, with adjacent property in the County with a future land use designation of Urban Medium Density. The proposed district as conditioned does not appear to create a detriment to adjacent land uses.
3. The proposed zoning district PUD (Planned Unit Development) amendment is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

**Action Requested:**

1. Vote to approve the recommendation to rezone the property from C-3 (Highway Commercial) to PUD (Planned Unit Development) for the subject property with the proposed conditions attached hereto as Exhibit A, dated April 16, 2015 and forward to the City Commission for consideration.

**CITY OF LEESBURG PLANNING & ZONING DIVISION  
DEPARTMENTAL REVIEW SUMMARY**

**DATE:** April 15, 2015  
**OWNER:** Fuat Agsak, Lake Square Mall Realty Management, LLC  
**PETITIONER:** Greg Beliveau  
**PROJECT:** Lake Square Mall  
**REQUEST:** Planned Development Rezoning  
**CASE NO.:** RZ-15-31

**THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:**

POLICE

"No issues from Code." – Michael Howard – 04/01/15

FIRE

"Nothing from Fire." – Chief David Johnson – 04/01/15

ELECTRIC

Electric has no objections. We do have comments. We have seen some of the preliminary plans. The plans will impact our existing underground primary cables in the area. We would like to sit down with the mall owners at some time and discuss the plans to make sure we can provide them power, as well as costs to provide that power and relocations if necessary. They can contact Steve Davis, Service Planner Supervisor at 352-728-9822.

WATER DISTRIBUTION

No comments received as of 04/15/15

WATER BACKFLOW

"Water Backflow is ok." – Helga Bundy – 04/02/15.

STORMWATER

No comments received as of 04/15/15.

WASTEWATER

"No comments." – John Slote - 04/02/15

GAS

Approved as preliminary only. Please let customer/developer know that there is natural gas on the property and in several areas. Old Target bldg has a gas service, KFC, Dunkin Donuts, Ichiban and several restaurants in the mall itself. Have customer contact Kim Keenan for more information. [Kim.keenan@leesburgflorida.gov](mailto:Kim.keenan@leesburgflorida.gov) or 352-435-9420.

GIS

No comments received as of 04/15/15



## BUILDING

No comments received as of 04/15/15

## ENGINEERING/PUBLIC WORKS/SURVEY

"Flood plain - The area north of the "unnamed road" lies almost entirely in a Special Flood Hazard Area (SFHA) Zone AE with a base flood elevation (BFE) of 69.1 ft. In addition the area south of the "unnamed Road", north of the perimeter road and west of the old Target store also lies in a SFHA Zone AE with BFE of 69.1 Construction in these areas will require compliance with FEMA NFIP requirements." – DC Maudlin – 04/01/15

"Floodplain administration comments in addition to DC Maudlin's as follows: The SFHA lying directly northwest of target is within the Storm water retention area. There is a berm separating that from the SFHA on the northerly parcel, the SFHA area on the northerly parcel is also a jurisdictional wetland."

"Engineering and Surveying have no comment." – Adrian Parker – 03/05/15

## ADDRESSING

No comments received as of 04/15/15

## ECONOMIC DEVELOPMENT

No comments received as of 04/15/15

## PUBLIC RESPONSES

### Approval

**Joseph J. Swiderski** – 32506 Crystal Breeze Lane, Leesburg, FL 34788 – (352)326-8981

**Pamela L. Holt** – 8732 Spring Court, Leesburg, FL 34788 – (352)787-8101

**Jeffrey H. Finkel** – c/o Rooms to Go, 400 Perimeter Center Terrace, Suite 800, Atlanta, GA 30346 – (687)338-4566 – [jfinkel@roomstogo.com](mailto:jfinkel@roomstogo.com)

**Milan Bakich** – 10234 US Highway 441S, Leesburg, FL 34748 –352-343-5111 – [mrbsr@lakenissan.com](mailto:mrbsr@lakenissan.com)

### Disapproval

**Hamilton R. Fish, MD** – 32735 Radio Road, Leesburg, FL 34788 – (352)728-3111

**CITY OF LEESBURG PLANNING & ZONING DIVISION  
STAFF SUMMARY**

**DATE:** April 10, 2015  
**OWNER:** Fuat Agsak, Lake Square Mall Realty Management, LLC  
**PETITIONER:** Greg Beliveau  
**PROJECT:** Lake Square Mall  
**REQUEST:** Planned Developments Rezoning  
**CASE NO.:** RZ-15-31

**GENERAL LOCATION:** The property is generally located at the northeast corner of U.S. Highway 441 and Radio Road.

**FUTURE LAND USE DESIGNATION:** General Commercial

**SURROUNDING FUTURE LAND USE DESIGNATION:**

North -	County Urban Medium Density
South -	City General Commercial
East -	County Urban Medium Density and City General Commercial
West -	County Urban Medium Density and City General Commercial

**PROPOSED FUTURE LAND USE DESIGNATION:** no change requested

**EXISTING ZONING DESIGNATION:** C-3 (Highway Commercial)

**SURROUNDING ZONING DESIGNATIONS:**

North – County RP (Residential/Professional), County A (Agriculture)  
County RMRP (Residential Manufactured Home Park)

South - City C-3 Highway Commercial

East - County RMRP (Residential Manufactured Home Park)  
City C-3 Highway Commercial, City P (Public)

West - City C-3 Highway Commercial  
County R-6 (Urban Residential)

**PROPOSED ZONING DESIGNATION:** PUD (Planned Unit Development)

**EXISTING LAND USE:** Mall – Retail shopping center

**SURROUNDING LAND USE:**

North -	Undeveloped and Single Family Manufactured Home Park
South -	Retail
East -	Retail shopping center and Single Family Manufactured Home Park
West -	Retail and office uses

**PROPOSED LAND USE:** Will continue the use as a retail shopping center and would like to create an entertainment district that allows additional restaurants & retail uses



**MINUTES OF THE REGULAR MEETING  
OF THE PLANNING COMMISSION  
CITY COMMISSION CHAMBERS, CITY HALL  
THURSDAY, APRIL 16, 2015, 4:30 P.M.**

The Planning Commission of the City of Leesburg held its regular meeting Thursday, April 16, 2015, in the Commission Chambers at City Hall. Chairman James Argento called the meeting to order at 4:30 p.m. The following Commission members were present:

James Argento  
Clell Coleman  
Charles Townsend  
Ted Bowersox  
Stewart Kaplan  
Frazier J. Marshall  
Don Lukich

City staff that was present included Dan Miller, Planning & Zoning Manager, and Dianne Pacewicz, Administrative Assistant II. City Attorney Fred Morrison was also present.

The meeting opened with an invocation given by Chairman James Argento and the Pledge of Allegiance to the Flag.

**MINUTES OF PLANNING & ZONING COMMISSION MEETING FOR MARCH 19, 2015.**

**Commissioner Charles Townsend moved to APPROVE the minutes from the MARCH 19, 2015 meeting. Commissioner Frazier J. Marshall SECONDED the motion, which was PASSED by a vote of 7 to 0.**

Dan Miller, Planning & Zoning Manager, informed the audience of the rules of participation and the need to sign the speaker's registry. He also informed Commissioners and the audience of the City Commission meeting dates tentatively scheduled.

Dianne Pacewicz swore in staff as well as anyone wishing to speak

**NEW BUSINESS**

1. **PUBLIC HEARING CASE # RZ-15-31 – LAKE SQUARE MALL – PLANNED DEVELOPMENTS REZONING**  
AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 65 ACRES FROM C-3 (HIGHWAY COMMERCIAL) TO PUD (PLANNED UNIT DEVELOPMENT) FOR A PROPERTY LOCATED ON THE NORTHEAST CORNER OF U.S. HIGHWAY 441 AND RADIO ROAD, AS LEGALLY DESCRIBED IN SECTION 23, TOWNSHIP 19, RANGE 25, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. **(CITY COMMISSION DATES - 1<sup>st</sup> READING ON APRIL 27<sup>TH</sup>, 2015 AND MAY 11<sup>TH</sup>, 2015)**

Dan Miller entered the exhibits into the record and presented the overhead exhibits. The exhibit items included the staff summary, departmental review summary, staff recommendations, general location/aerial map, land use and zoning maps, wetlands and flood zone map, site photos, and conceptual site plan.

There was a comment received from the Electric department to meet with the mall to discuss their needs. Public Works also commented regarding the flood zone and will require the applicant to build up some of the area. There were four public responses received for approval and one response received for disapproval.

The Planning & Zoning staff recommended the approval of the request for the following reasons:

1. The proposed zoning district of PUD (Planned Unit Development) is compatible with the surrounding adjacent properties zoned County RP (Residential/Professional), County RMRP (Residential Manufactured Home Rental Park) County R-6 (Urban Residential) and to adjacent property in the City zoned P(Public) and C-3 (Highway Commercial). With the proposed conditions, there does not appear to be a conflict with adjacent property zoned County A (Agriculture).
2. The proposed zoning PUD (Planned Unit Development) district amendment is compatible with the existing future land use designation of General Commercial, with adjacent property in the County with a future land use designation of Urban Medium Density. The proposed district as conditioned does not appear to create a detriment to adjacent land uses.
3. The proposed zoning district PUD (Planned Unit Development) amendment is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the recommendation to rezone the property from C-3 (Highway Commercial) to PUD (Planned Unit Development) for the subject property with the proposed conditions attached hereto as Exhibit A, dated April 16, 2015 and forward to the City Commission for consideration.

Mr. Miller highlighted the following in the PUD conditions to expedite

1. PERMITTED AND EXCLUDED USES

The above described property, containing approximately 65 acres, shall be used for mixed use retail, office, general commercial, residential and entertainment uses, pursuant to the requirements of this document and City of Leesburg development codes, requirements and standards, and as noted below.

A. Permitted Uses –

The following uses are considered permitted uses on the subject property:

- i. Retail shops
- ii. Restaurants
- iii. Bakeries
- iv. General office uses
- v. Indoor Recreation and entertainment uses (i.e. movie theatres and bowling alleys, arcade and game rooms etc.)
- vi. Banking and investment services
- vii. Medical/Dental Offices and Services
- viii. Personal Services (Salons/Barber Shops etc.)
- ix. Music/Dance/Gymnasium/Martial Arts/Exercise studios and/or similar instruction and performance facilities
- x. Art Galleries
- xi. Churches/Houses of Worship
- xii. Community Centers
- xiii. Youth activity centers
- xiv. Educational facilities such as private schools and adult education classrooms
- xv. Day care (child and adult)
- xvi. Residential uses (apartments/condominium/assisted living)
- xvii. Bars, clubs and lounges
- xviii. Hotel

- xix. Liquor/package store
- xx. Vehicle sales and limited service uses
- xxi. Government offices/uses

B. Excluded Uses

The following uses shall not be permitted on the subject property:

- i. Transient facilities
- ii. Mini storage units
- iii. Industrial uses
- iv. Warehouse/freight storage
- v. Waste related uses
- vi. Truck stops
- vii. Firing range
- viii. Funeral Home/Mortuary/Crematory uses
- ix. Any similar uses which are not considered retail, office, commercial, residential or entertainment in character or intensity, which may adversely impact or otherwise be incompatible with the adjoining properties due to noise, dust, vibration, odor, etc.

C. Accessory Uses

Accessory uses shall be permitted as follows:

- i. Outdoor storage for retail use
- ii. Long term automobile parking
- iii. Outdoor seating, cabanas and other structures used as waiting areas
- iv. Displays of outdoor works of art, permanent or temporary
- v. Temporary modular construction office for use during construction.

2. LOT DEVELOPMENT STANDARDS

A. Minimum Lot Development Standards

- i. Minimum lot development standards shall be those of the C-3 (Highway Commercial) zoning district, except as amended by these conditions.
- ii. Final lot sizes and setbacks may be adjusted by staff during the site plan review process to meet the intent of this PUD (Planned Unit Development zoning).

B. Setbacks

- i. Minimum setbacks shall be those of the C-3 (Highway Commercial) zoning district.
- ii. Minimum distance between structures shall be 30 feet; measured from the nearest vertical wall of adjacent buildings.
- iii. Corner lots shall have a minimum side yard setback of 20 feet from the public right-of-way.
- iv. Accessory structures shall have a minimum rear and side setback of 20 feet, and shall not occupy more than fifteen (15) percent of the required rear yard.

C. Impervious Surface Coverage

- i. Impervious surface coverage shall not exceed 80 percent of the total property, and open space shall not be less than 20 percent of the total property area.

D. Maximum Building Height

- i. Building height shall not exceed six (6) stories or 65 feet.

E. Easements

- i. As part of the development process, easements shall be provided as required by the City of Leesburg and other utility providers, including but not limited to water, wastewater, natural gas, electric, fiber, cable, and communications, for installation and maintenance of utilities

3. LANDSCAPING

A. General

- i. A master landscape plan shall be submitted for review by City staff for all buffer/boundary areas, parking lots, access roads, entry ways and new construction. This plan shall be reviewed for consistency with this PUD document and the Conceptual Site Plan (Exhibit B) and where applicable, City of Leesburg landscape code requirements.

- ii. All landscaped areas shall be designed to meet Section 25-337, Waterwise and Florida Friendly Landscaping, City of Leesburg Code of Ordinances.

D. Parking Lot Landscaping

- i. All existing parking aisles shall be retrofitted with landscape islands located at the end of each aisle.
- ii. Each landscape island shall be at least 200 square feet, and contain at a minimum, one canopy or understory tree, plus shrubs and groundcover.
- iii. Parking lot landscaping shall comply with the conceptual design shown in Exhibit B attached hereto.

Dan Miller explained that staff would like to eliminate under D, Parking Lot Landscaping, the i and ii as the iii covers both of those. Chairman Argento asked about the Parking Lot Landscaping, reiterating that the iii would become i.

Greg Beliveau, representing the applicant, stated that the justification for removing the i and ii is that, if kept in, they would lose 20% of the parking. Right now, they are at the exact number of parking spaces that they would need. Mr. Beliveau also stated that the landscaping would be provided elsewhere.

Commissioner Lukich asked that if the i and ii were taken out, wouldn't there be enough parking. Mr. Beliveau answered that with the new restaurants coming, they would need to take out spaces to add the 6 new tenants, plus their required parking would need to be considered. Target's parking can't be used because that is reserved for Target.

Commissioner Lukich inquired about the disapproval from Dr. Hamilton Fish. Mr. Miller did not have a chance to contact Dr. Fish, but will do so before the City Commission meeting.

Commissioner Kaplan inquired if the parking was based on business hour occupancy. Mr. Beliveau answered that the parking does allow for some sharing.

This was the end of the discussion and the voting then took place.

**Commissioner Don Lukich made a motion to APPROVE case # RZ-15-31 – LAKE SQUARE MALL – PLANNED DEVELOPMENTS REZONING. Commissioner Stewart Kaplan SECONDED the motion which, PASSED by a unanimous voice vote of 7 to 0.**

## DISCUSSION ITEM

For Public Comments, Robert Levens who lives at 945 Eagles Landing, stated that when you call to make a payment on the day your utility bill is due, you get a recording and an extra charge of \$5.00 for calling in to pay your bill.

## ANNOUNCEMENTS

The next scheduled meeting date is May 21, 2015.

The meeting adjourned at 5:30 p.m.

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James Argento, Chairperson

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Clell Coleman, Vice Chairperson

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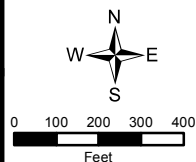
Dianne Pacewicz, Administrative Assistant II



# Aerial



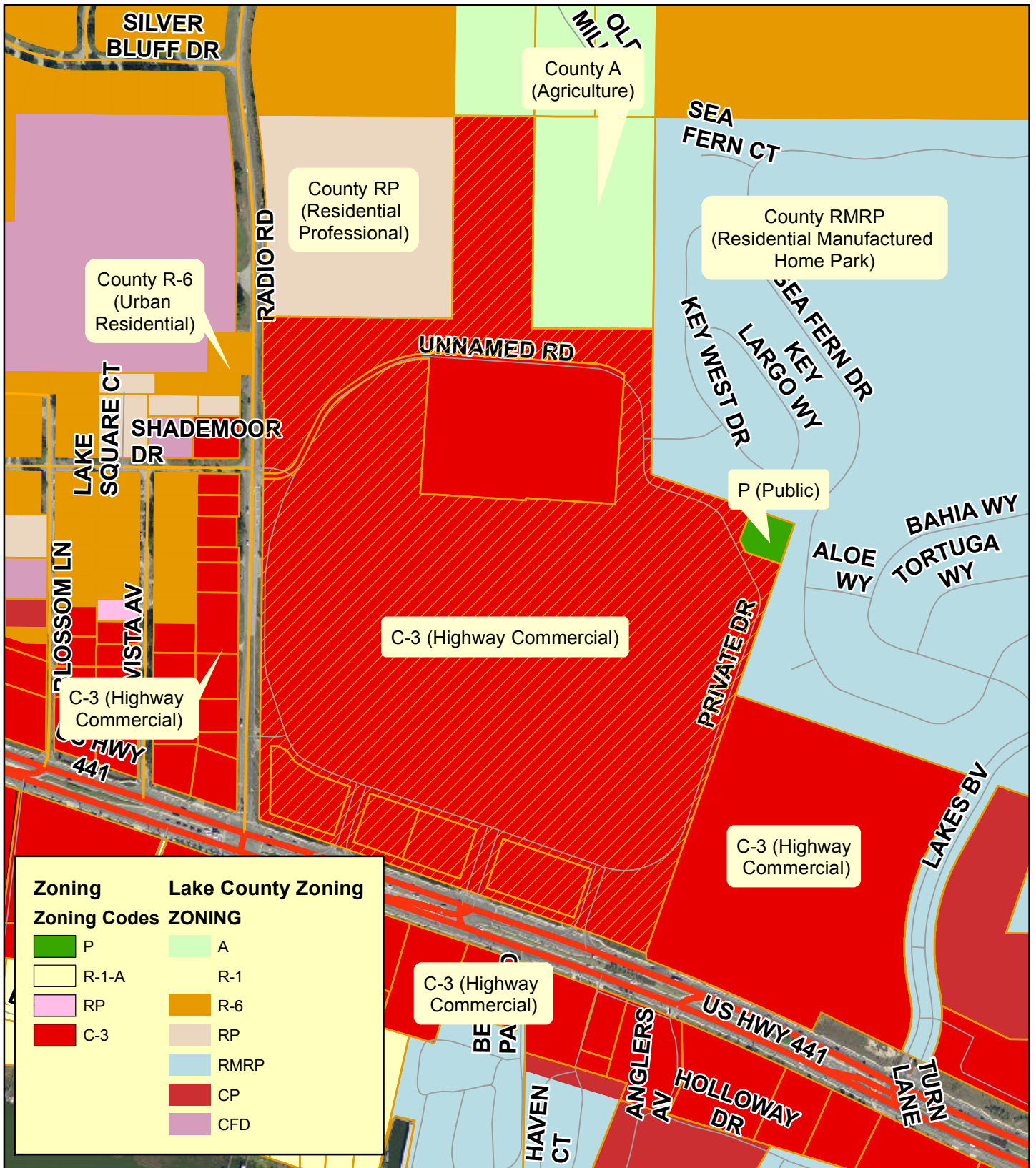
Planning  
& Zoning  
Division



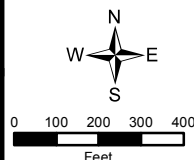
RZ-15-31  
Lake Square Mall  
Lake Square Mall Realty Management, LLC  
Sec 23 Twp 19 Rge 25E



# Zoning

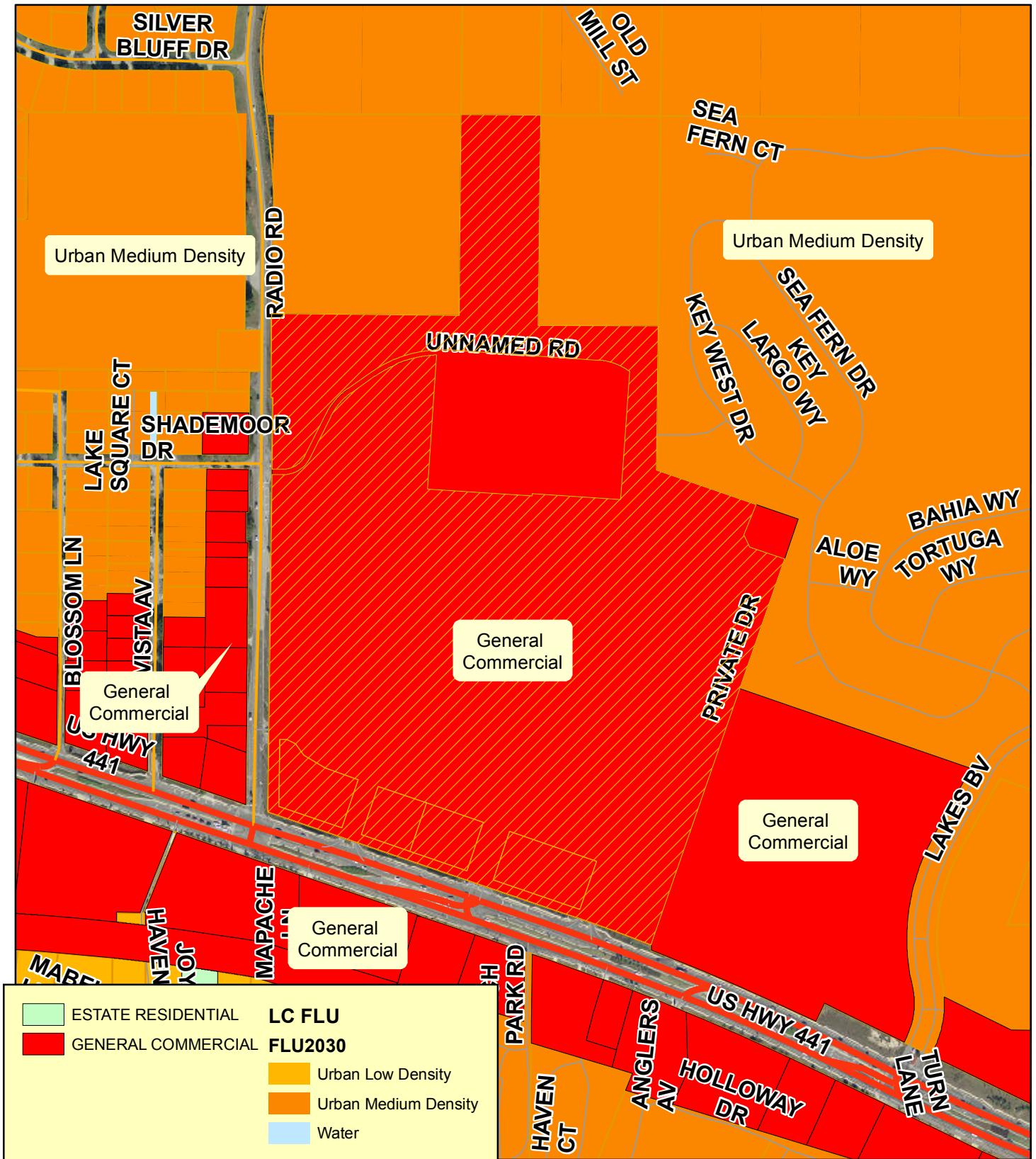


**Planning  
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Division**

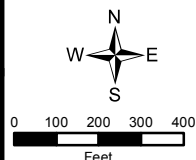


**RZ-15-31**  
**Lake Square Mall**  
**Lake Square Mall Realty Management, LLC**  
**Sec 23 Twp 19 Rge 25E**

# Future Land Use



## Planning & Zoning Division



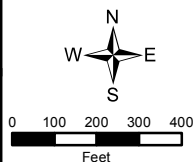
**RZ-15-31  
Lake Square Mall  
Lake Square Mall Realty Managment, LLC  
Sec 23 Twp 19 Rge 25E**



# Surrounding Land Uses



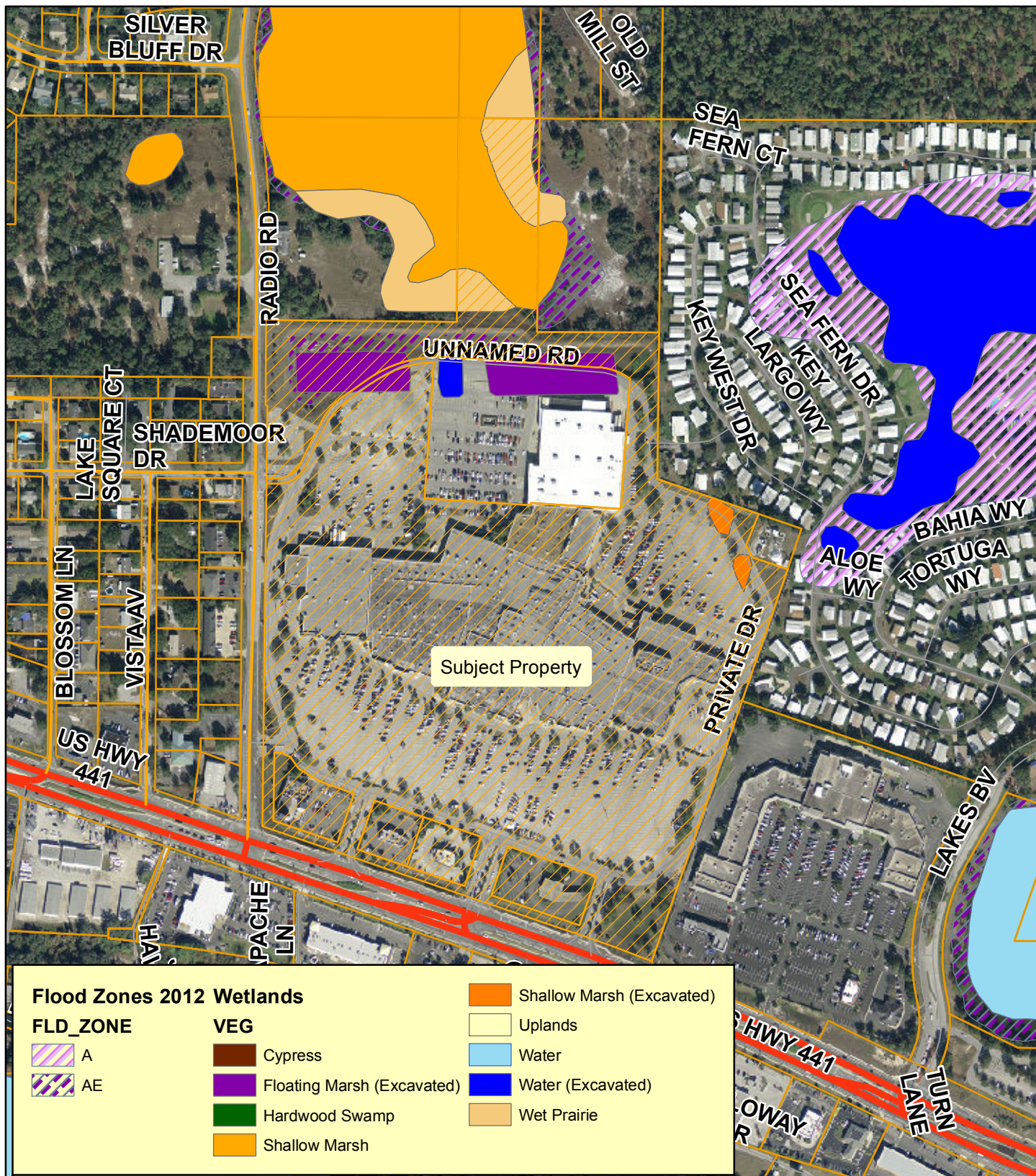
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Division**



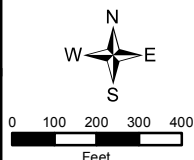
**RZ-15-31**  
**Lake Square Mall**  
**Lake Square Mall Realty Management, LLC**  
**Sec 23 Twp 19 Rge 25E**



# Wetlands & Flood Zones



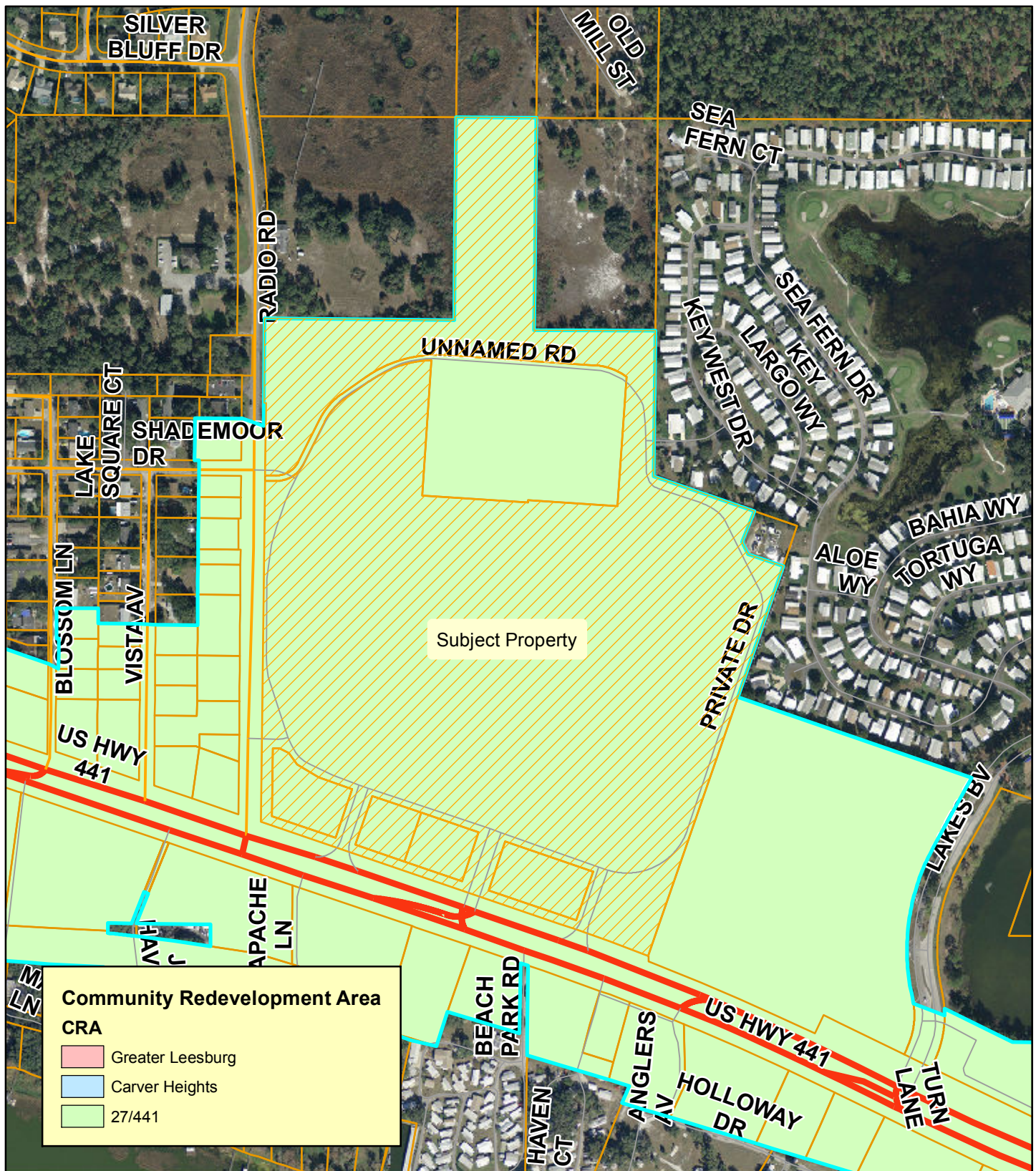
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& Zoning  
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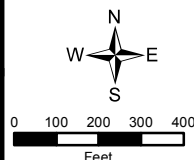
**RZ-15-31**  
**Lake Square Mall**  
**Lake Square Mall Realty Management, LLC**  
**Sec 23 Twp 19 Rge 25E**



# Community Redevelopment Area



**Planning  
& Zoning  
Division**



RZ-15-31  
Lake Square Mall  
Lake Square Mall Realty Management, LLC  
Sec 23 Twp 19 Rge 25E





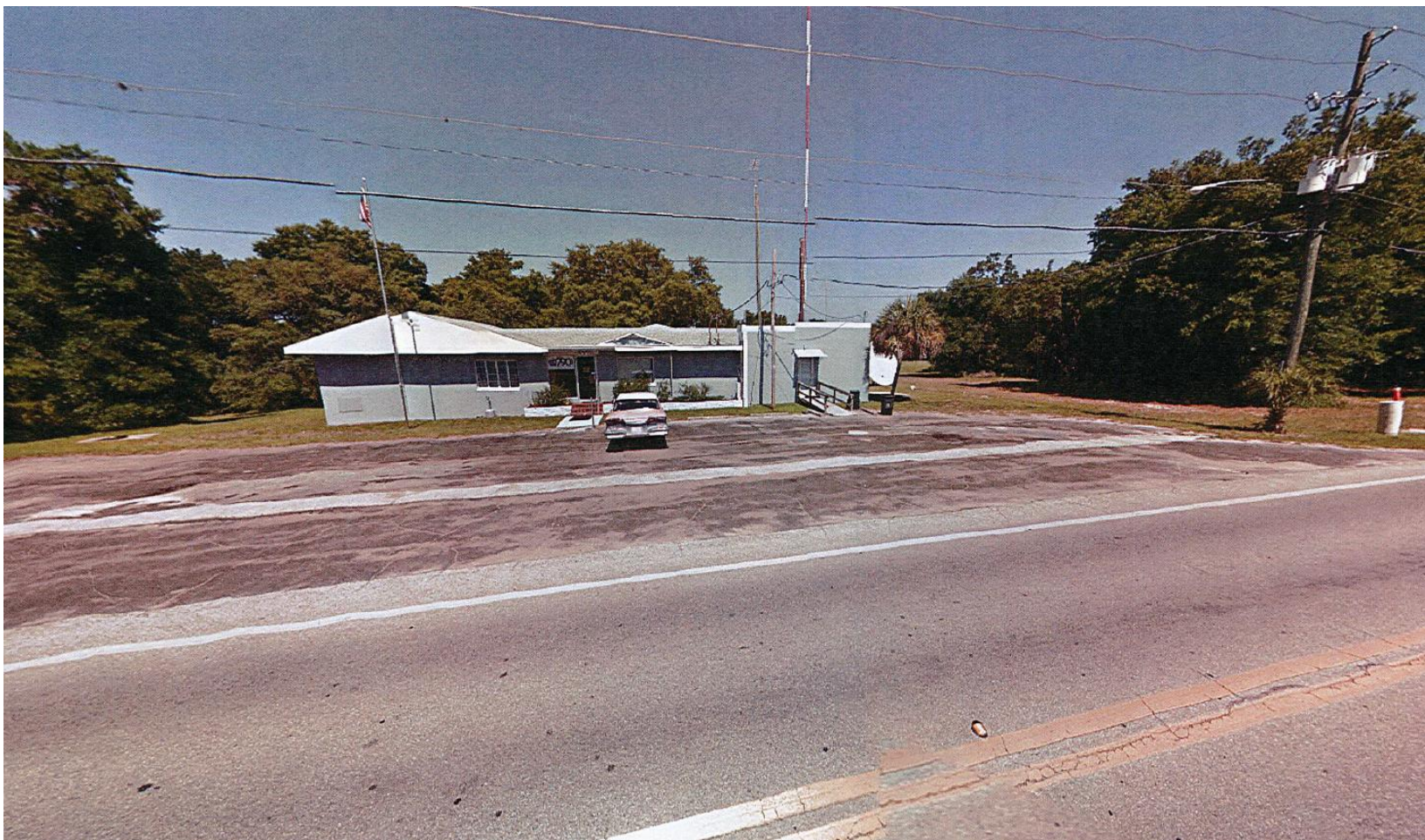
**Views of existing Lake Square Mall entrances**





**Views of eastern entrance on US 441 and  
Mall as seen from Radio Road looking east**





**Views of adjacent properties to the north**





Views of adjacent properties to the south





**Views of adjacent properties to the east**



# AGENDA MEMORANDUM

**Item No:** 5B

**Meeting Date:** May 11, 2015

**From:** Dan Miller, Planning and Zoning Manager

**Subject:** Ordinance rezoning approximately 2.69 acres to SPUD (Small Planned Unit Development), generally located on the north side of US441, north of Leesburg International Airport. (Conway Furniture – Cenizo Ventures LLC)

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## **Staff Recommendation**

The Planning staff and the Planning Commission recommend approval of the proposed rezoning for the subject property from CIP (Commercial Industrial Planned) to SPUD (Small Planned Unit Development).

## **Analysis:**

The project site is approximately 2.69+/- acres. The property is generally located on the north side of US 441, just north of Leesburg International Airport, as shown on the attached General Location Map. The present zoning for this property is CIP (Commercial Industrial Planned). The current use of the property is a retail shopping center. The proposed use will remain a retail shopping center. The surrounding zoning designations are Lake County R-1(Rural Residential) to the north; City C-3 (Highway Commercial) to the east and west, and City P (Public) to the south. The surrounding Future Land Use Map designations are Lake County Urban Low Density to the north, City General Commercial to the east and west, and City Institutional to the south.

The proposed zoning district of City SPUD (Small Planned Unit Development) is compatible with the adjacent and nearby properties in the area and with the current Future Land Use designation of City General Commercial. The proposed zoning will expand the permitted uses allow additional opportunities such as medical offices, which was not permitted under the previous zoning, but is compatible with the surrounding uses. This request does not appear to create a detriment to the surrounding properties.

The existing land uses surrounding the property are undeveloped to the north; office and retail uses to the east and west, and Leesburg International Airport to the south. The property is currently connected to City of Leesburg utilities.

By a vote of 7 to 0 on April 16, 2014, the Planning Commission voted to recommend approval.

## **Options:**

1. Approve the proposed rezoning to City (Small Planned Unit Development) thereby permitting additional permitted uses on the subject property.
2. Such alternative action as the Commission may deem appropriate

**Fiscal Impact:**

Expanding the permitted uses requested by this zoning application should provide a small positive fiscal impact through greater opportunity to fill existing unused retail/office and medical space and the creation of new jobs for the businesses located therein.

**Submission Date and Time:** 5/11/2015 10:36 AM

Department: _____ Prepared by: Dan Miller, P&Z Manager Attachments: Yes <input checked="" type="checkbox"/> No _____ Advertised: _____ Not Required _____ Dates: _____ Attorney Review : Yes _____ No _____ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 2.69 ACRES GENERALLY LOCATED NORTH OF US HIGHWAY 441 AND NORTH OF LEESBURG INTERNATIONAL AIRPORT, LYING IN SECTION 01, TOWNSHIP 19 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA, FROM CIP (COMMERCIAL INDUSTRIAL PLANNED) TO SPUD (SMALL PLANNED UNIT DEVELOPMENT); AND PROVIDING AN EFFECTIVE DATE. (Conway Furniture, Cenizo Ventures LLC)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

**Section 1.**

Based upon the petition of Cenizo Ventures, LLC, the petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from CIP (Commercial Industrial Planned) to City SPUD (Small Planned Unit Development), to-wit:

(Legal Description)  
(See Exhibit B)

**Section 2.**

This ordinance shall become effective upon its passage and adoption, according to law.

**PASSED AND ADOPTED** at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 11<sup>th</sup> day of May, 2015.

**THE CITY OF LEESBURG**

By: \_\_\_\_\_  
Elise A. Dennison, Mayor

ATTEST:

\_\_\_\_\_  
J. Andi Purvis, City Clerk

**CONWAY RETAIL PLAZA  
(Cenizo Ventures, LLC)  
SMALL PLANNED UNIT DEVELOPMENT CONDITIONS  
April 16, 2015**

This Small Planned Unit Development Conditions document for an SPUD (Small Planned Unit Development) zoning district is granted by the City of Leesburg, Florida, to CENIZO VENTRUES, LLC, herein known as the "Permittee" who shall be subject to the terms and conditions as set forth herein, pursuant to the authority contained in Chapter 25, "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

**BACKGROUND**

The "Permittee" is requesting a Small Planned Unit Development (SPUD) zoning district to allow additional uses for a mixed use property comprised of retail, office general commercial and medical uses on a 2.69+/- acre site within the City of Leesburg in accordance with their Planned Development application and supplemental information.

**PURPOSE**

The purpose of this document is to provide appropriate zoning standards for a high quality build environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property and to increase the overall economic opportunity and employment base of Leesburg, Florida.

**CONDITIONS**

**1. PERMISSION**

Permission is hereby granted to Cenizo Ventures, LLC (Conway Retail Plaza) to construct, operate, and maintain an SPUD (Small Planned Unit Development) development in and on real property in the City of Leesburg, subject to all appropriate federal, state and local development and permitting codes, standards and requirements.. The property is generally located North of US Highway 441, South of Silver Lake and North of Leesburg Municipal Airport. The property is more particularly described as follows:

**2. LEGAL DESCRIPTION**

See attached legal Exhibit B

**3. PERMITTED AND EXCLUDED USES**

The above described property shall be used for mixed use retail, office, general commercial uses, pursuant to the requirements of this document and City of Leesburg development codes, requirements and standards, and as noted below.

A. Permitted Uses

- i. General retail uses
  - ii. General office uses
  - iii. Banking and investment services
  - iv. Medical/Dental offices and services
  - v. Educational facilities, grades K-8
  - vi. Day care centers (child and adult)
- B. Excluded Uses
  - i. Transient facilities
  - ii. Industrial uses
  - iii. Waste related uses
  - iv. Any similar uses which are not considered retail, office, commercial in character or intensity, which may adversely impact or otherwise be incompatible with the adjoining and/or nearby properties due to noise, dust, vibration, odor, etc.
- C. Use Limitations
  - i. All uses of the property shall be limited to those that can comply with the parking standards of the City of Leesburg Code of Ordinances, as amended.

4. **BUILDINGS**

- A. The location of existing construction is shown attached hereto as, Exhibit C.
- B. Future modification or expansion of existing buildings is subject to the City of Leesburg zoning and building codes as amended.

5. **IMPERVIOUS AREA**

- A. The building area for the entire Small Planned Unit Development shall not exceed seventy (70) percent of the gross site area.

6. **OPEN SPACE**

- A. A minimum of thirty (30) percent of a the site shall be developed as common open space, including retention areas, walkways, plazas, arcades, buffer and landscaped areas, pools and fountains. Parking areas and vehicle access facilities shall not be considered in calculating common open space. Open space may include stormwater retention areas.

7. **SITE ACCESS**

- A. Direct access to the site shall be provided from US Highway 441. Owner shall provide a cross-access access to the eastern boundary of the property. Such access shall be approved and permitted by the City, Lake County, FDOT, as required.

8. **HEIGHT OF BUILDINGS**

- A. No structure shall exceed forty (40) feet in height (three stories) as measured from the first floor, finished floor level on the site. Due to proximity to Leesburg International Airport, the buildings cannot exceed the maximum height permitted by FAA (Federal Aviation Administration) regulations.

9. **SETBACKS**

- A. All structures on the property must maintain the following minimum setbacks:
- i. A front setback of 30 feet.
  - ii. A rear setback of 15 feet.
  - iii. A side setback of 7.5 feet.

10. **PARKING**

- A. The permittee shall construct off-street parking spaces within the development per City of Leesburg Land Development Code, as amended, which shall include the required number of handicapped parking spaces.
- B. Uses of the property are restricted to those which can meet the parking requirements as shown in Section 25-361(b)(1), City of Leesburg Code of Ordinances.

11. **WETLANDS**

- A. There are no wetlands on the site.

12. **DRAINAGE AND UTILITIES**

- A. Prior to receiving Final Site Plan approval for future development or redevelopment, the "Permittee" shall submit a Master Site Drainage Plan and Utility Implementation Plan for review by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of any natural vegetation in any phase of development, the permittee shall provide:
- 1. A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties.
  - 2. A detailed site plan indicating all provisions for electric, water, sewer, and natural gas in accordance with the site plan review process as required by the City of Leesburg Land Development Code.

13. **TRANSPORTATION**

- A. Should transportation improvements be required as part of development or redevelopment, approval shall be contingent upon site plan approval by City of Leesburg, which includes review and approval by Lake County and the Florida Department of Transportation.

14. **LANDSCAPING**

- A. Future development or redevelopment plans and site design for the installation of landscaping shall be submitted and approved prior to issuance of permits for said development. All landscaping shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances.

15. **BUFFER REQUIREMENTS**

- A. Future development shall provide for buffers to adjacent properties, per City of Leesburg code of ordinances, prior to issuance of a building permit. This plan shall be submitted as a part of the required landscape plan.

16. **MECHANICAL UNITS AND ROOF EQUIPMENT**

- A. Mechanical units and roof equipment shall be screened from view with parapet or other screening methods, so that such equipment is not seen from public right-of-way and the adjacent residential property.

17. **MAINTENANCE**

- A. With the exception of public utilities, maintenance of all site improvements, including but not limited to drives, sidewalks, landscaping and drainage, all maintenance shall be the responsibility of the developer or a legally created property owner's association.

18. **ARCHITECTURE**

- A. All building shall have a common architectural theme and the side of buildings which face residential areas shall be finished in the same materials as used in the front of buildings.

19. **MISCELLANEOUS CONDITIONS**

- A. Prior to submitting building permit applications, the applicant shall submit and obtain approvals from City staff for:
  - i. a site plan and landscape plan per the requirements of the City of Leesburg;
- B. Prior to future site plan approval, a copy of an approved Management and Storage of Surface Waters (MSSW) permit, as required from the St. Johns River Water Management District, shall be submitted to Planning and Zoning Division.



## LEGAL DESCRIPTION

## EXHIBIT B

That certain piece, parcel and tract of land located in LAKE County, Florida, described as follows:

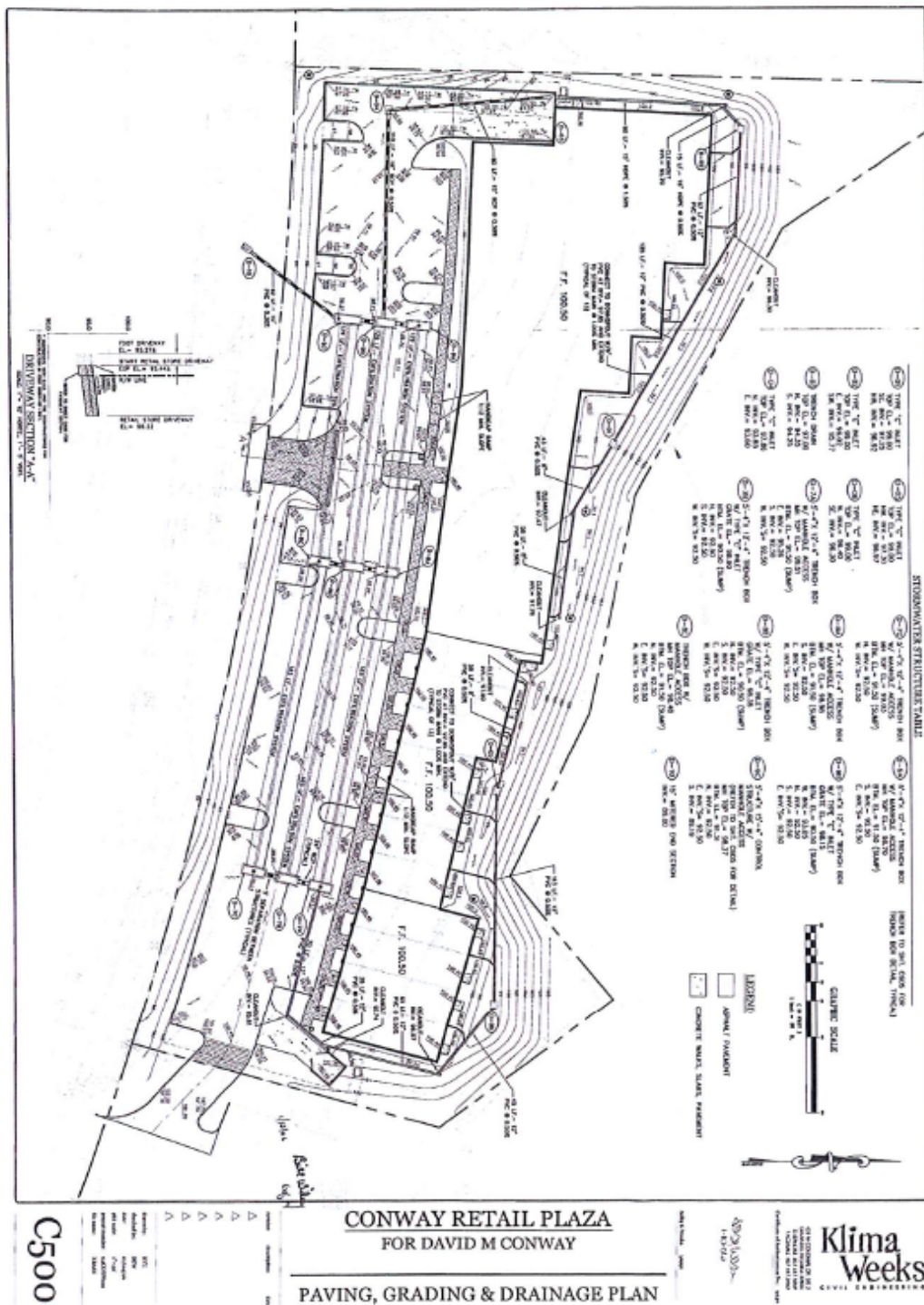
Those portions of Lots 14, 15, and 16, Block 33, SILVER LAKE ESTATES, a subdivision in Lake County recorded in Plat Book 10, Page 66 through 69, inclusive, of the Public Records of Lake County, Florida described as follows: From the intersection of the easterly line of Lot 18 with the Northerly R/W of U.S. 441 according to the S.R.D. R/W Map thereof Section No. 1101-208 dated May, 1957; run thence North 67° 07' 00" West along said R/W to a point that is 94.0 feet Westerly of the Easterly line of said Lot 18 when measured at right angles thereto; thence continue North 67° 07' 00" West, 100.56 feet along said R/W to a concrete monument; continue North 67°07' 00" West along said R/W 279.00 feet to the beginning of a curve that is concave Southerly and having a radius of 1978.08 feet; thence Westerly along said curve through a central angle of 05° 14' 34" an arc distance of 181.00 feet to the Point of Beginning; from said point of Beginning run thence North 16° 44' 10" East, parallel to the Easterly line of said Lot 18, 160.88 feet to a point hereby designated as Point "A"; return to the Point of Beginning, said Point of Beginning being a point on the right of way curve that is concave Southerly and having a radius of 1978.08 feet; thence continue Westerly along said curve through a central angle of 15° 17' 23" an arc distance of 527.86 feet to a point on the Northerly R/W line of U.S. 441; thence North 02° 16' 31" East 351.69 feet, thence South 34° 31' 10" East 132.14 feet; thence South 61° 32' 16" East 160.15 feet; thence South 77° 42' 09" East 117.94 feet, thence South 64° 31' 50" East 95.52 feet; thence North 52° 13' 00" East 83.53 feet; thence South 37° 36' 37" East 110.83 feet to the aforesaid designated Point "A".

AND

A perpetual and irrevocable easement for the purposes of ingress and egress over a parcel of land described as: That part of Block 33, SILVER LAKE ESTATES, a subdivision in Lake County, Florida, recorded in Plat Book 10, Page 66 through 69, inclusive, of the Public Records of Lake County, Florida described as follows: From the intersection of the Easterly line of said Lot 18, Block 33 of said SILVER LAKE ESTATES, with the Northerly right of way line of U.S. 441, according to the State Road Department Right-of-Way Map thereof Section No. 1101-208 dated May, 1957; run thence North 67° 07' 00" West along said R/W to a point that is 94.00 feet Westerly of the Easterly line of said Lot 18, when measured at right angles thereto; thence continue North 67°07' 00" West, 100.56 feet along said right-of-way to a concrete monument; thence continue North 67°07' 00" West along said right-of-way 279.00 feet to the beginning of a curve that is concave Southerly and having a radius of 1978.08 feet; thence Westerly along said curve through a central angle of 05° 14' 34", an arc distance of 181.00 feet to an iron pin and the Point of Beginning; from said Point of Beginning, run thence North 16° 44' 10" East, 50.00 feet; thence South 70° 58' 12" East 50.01 feet, thence South 16° 44' 10" West, 25.00 feet; thence South 73° 15' 50" East, 15.00 feet; thence South 16° 44' 10" West, 25.00 feet to a point on the aforementioned right-of-way curve, that is South 71 ° 29' 57" East, 65.00 feet of the Point of Beginning, said curve being concave Southerly and having a radius of 1978.08 feet; run thence Westerly along said right-of-way curve through a central angle of 01° 52' 58" an arc distance of 65.00 feet to the Point of Beginning.

Alternate Key 1273951

## EXHIBIT C



**CITY OF LEESBURG PLANNING & ZONING DIVISION  
STAFF SUMMARY**

**DATE:** April 10, 2015  
**OWNER:** Cenizo Ventures, LLC  
**PETITIONER:** Eric Coe  
**PROJECT:** Conway's Plaza Rezoning  
**REQUEST:** Planned Developments Rezoning  
**CASE NO.:** RZ-15-38

**GENERAL LOCATION:** The property is generally located north of US Highway 441,  
across from Leesburg Airport.

**FUTURE LAND USE DESIGNATION:** General Commercial

**SURROUNDING FUTURE LAND USE DESIGNATION:**  
North - County Urban Low Density  
South - Institutional  
East - General Commercial  
West - General Commercial

**PROPOSED FUTURE LAND USE DESIGNATION:**  
n/a

**EXISTING ZONING DESIGNATION:** CIP (Commercial Industrial Planned)

**SURROUNDING ZONING DESIGNATIONS:**  
North – County R-1 (Rural Residential)  
South - P (Public)  
East - C-3 (Highway Commercial)  
West - C-3 (Highway Commercial)

**PROPOSED ZONING DESIGNATION:**  
SPUD (Small Planned Unit Development)

**EXISTING LAND USE:** Retail/Furniture

**SURROUNDING LAND USE:**  
North - Undeveloped  
South - Airport, Medical Office  
East - Office  
West - Retail

**PROPOSED LAND USE:** Retail, office, and medical uses to accommodate the Davita  
Dialysis or other similar tenants

**CITY OF LEESBURG PLANNING & ZONING DIVISION  
DEPARTMENTAL REVIEW SUMMARY**

**DATE:** April 15, 2015  
**OWNER:** Cenizo Ventures, LLC  
**PETITIONER:** Eric Coe  
**PROJECT:** Conway's Plaza Rezoning  
**REQUEST:** Planned Developments Rezoning  
**CASE NO.:** RZ-15-38

**THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:**

POLICE

"No issues from code." – Michael Howard – 04/01/15

FIRE

"Nothing from Fire." – David Johnson – 04/01/15

ELECTRIC

"Electric has no objections." – Steve Davis – 04/01/15.

WATER DISTRIBUTION

No comments received as of 04/15/15

WATER BACKFLOW

"Water backflow is good." – Helga Bundy – 04/02/15

STORMWATER

No comments received as of 04/15/15

WASTEWATER

"No comments." – John Slote - 04/01/15.

GAS

Approved by The City of Leesburg Gas Dept, per Kim Keenan Gas Distribution Coordinator

GIS

No comments received as of 04/15/15

BUILDING

No comments received as of 04/15/15

ENGINEERING/PUBLIC WORKS/SURVEY

"No comments – flood plain administrator." – DC Maudlin – 04/01/2015

"No objections." – Adrian Parker – 04/01/15

## ADDRESSING

~~“I do not see #7 on the check list. A copy of the legal description.” – Deb Devoe – 04/02/2015~~

~~Deb~~

Completed, DM 4/15/15

## ECONOMIC DEVELOPMENT

No comments received as of 04/15/15

## PUBLIC RESPONSES

### **Approval**

**Gary Ward** – 8345 US Highway 441, Leesburg, FL 34748 – 352-728-5600

### **Disapproval**

No comments received as of 04/15/15





**CITY OF LEESBURG PLANNING & ZONING DIVISION  
RECOMMENDATIONS**

**DATE:** April 16, 2015  
**OWNER:** Cenzio Ventures LLC  
**PETITIONER:** Eric Coe  
**PROJECT:** Conway Plaza Rezoning  
**REQUEST:** Rezoning to SPUD  
**CASE NO.:** RZ 15-38

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**THE PLANNING & ZONING DIVISION RECOMMENDS:**

APPROVAL of the request

**for the following reason(s):**

1. The proposed zoning district of SPUD (Small Planned Unit Development) is compatible with the adjacent zonings districts of C-3 (Highway Commercial), P (Public) and County R-1 (Rural Residential).
2. The proposed zoning district of SPUD (Small Planned Unit Development) is compatible with the current Future Land Use designation of General Commercial, and with the adjacent future land use designations of General Commercial and County Urban Low Density.
3. The proposed zoning does not appear to create a detriment to the adjacent properties.
4. Rezoning of the subject properties is consistent with the City's adopted Growth Management Plan, Future Land Use Element, Goal I, and Objective 1.6.

**SUBJECT to the following comments:**

1. Future development of the property shall be subject to all applicable City requirements, including, but not limited to site plan and building plan review processes and impact fees.
- 2.. Development of the property shall be subject to the Small Planned Unit Development Agreement attached hereto as Exhibit A, dated April 16, 2015.

**CONWAY RETAIL PLAZA**  
**(Cenzio Ventures, LLC)**  
**SMALL PLANNED UNIT DEVELOPMENT CONDITIONS**  
**April 16, 2015**

This Small Planned Unit Development Conditions document for an SPUD (Small Planned Unit Development) zoning district is granted by the City of Leesburg, Florida, to CENIZO VENTRUES, LLC, herein known as the "Permittee" who shall be subject to the terms and conditions as set forth herein, pursuant to the authority contained in Chapter 25, "Zoning", Section 25-278 "Planned Unit Development" of the City of Leesburg Code of Ordinances, as amended.

**BACKGROUND**

The "Permittee" is requesting a Small Planned Unit Development (SPUD) zoning district to allow additional uses for a mixed use property comprised of retail, office general commercial and medical uses on a 2.69+/- acre site within the City of Leesburg in accordance with their Planned Development application and supplemental information.

**PURPOSE**

The purpose of this document is to provide appropriate zoning standards for a high quality build environment through the application of flexible and diversified land development requirements, which shall be implemented in conjunction with a master site development plan and the City of Leesburg Code of Ordinances, therefore allowing for more efficient and optimal use of the subject property and to increase the overall economic opportunity and employment base of Leesburg, Florida.

**CONDITIONS**

**1. PERMISSION**

Permission is hereby granted to Cenizo Ventures, LLC (Conway Retail Plaza) to construct, operate, and maintain an SPUD (Small Planned Unit Development) development in and on real property in the City of Leesburg, subject to all appropriate federal, state and local development and permitting codes, standards and requirements.. The property is generally located North of US Highway 441, South of Silver Lake and North of Leesburg Municipal Airport. The property is more particularly described as follows:

**2. LEGAL DESCRIPTION**

See attached legal Exhibit B

**3. PERMITTED AND EXCLUDED USES**

The above described property shall be used for mixed use retail, office, general commercial uses, pursuant to the requirements of this document and City of Leesburg development codes, requirements and standards, and as noted below.

A. Permitted Uses

- i. General retail uses
- ii. General office uses
- iii. Banking and investment services
- iv. Medical/Dental offices and services
- v. Educational facilities, grades K-8
- vi. Day care centers (child and adult)

B. Excluded Uses

- i. Transient facilities
- ii. Industrial uses
- iii. Waste related uses
- iv. Any similar uses which are not considered retail, office, commercial in character or intensity, which may adversely impact or otherwise be incompatible with the adjoining and/or nearby properties due to noise, dust, vibration, odor, etc.

C. Use Limitations

- i. All uses of the property shall be limited to those that can comply with the parking standards of the City of Leesburg Code of Ordinances, as amended.

4. **BUILDINGS**

- A. The location of existing construction is shown attached hereto as, Exhibit B.
- B. Future modification or expansion of existing buildings is subject to the City of Leesburg zoning and building codes as amended.

5. **IMPERVIOUS AREA**

- A. The building area for the entire Small Planned Unit Development shall not exceed seventy (70) percent of the gross site area.

6. **OPEN SPACE**

- A. A minimum of thirty (30) percent of a the site shall be developed as common open space, including retention areas, walkways, plazas, arcades, buffer and landscaped areas, pools and fountains. Parking areas and vehicle access facilities shall not be considered in calculating common open space. Open space may include stormwater retention areas.

7. **SITE ACCESS**

- A. Direct access to the site shall be provided from US Highway 441. Owner shall provide a cross-access access to the eastern boundary of the property. Such access shall be approved and permitted by the City, Lake County, FDOT, as required.

8. **HEIGHT OF BUILDINGS**

- A. No structure shall exceed forty (40) feet in height (three stories) as measured from the first floor, finished floor level on the site. Due to proximity to Leesburg International Airport, the buildings cannot exceed the maximum height permitted by FAA (Federal Aviation Administration) regulations.

**9. SETBACKS**

- A. All structures on the property must maintain the following minimum setbacks:
  - i. A front setback of 30 feet.
  - ii. A rear setback of 15 feet.
  - iii. A side setback of 7.5 feet.

**10. PARKING**

- A. The permittee shall construct off-street parking spaces within the development per City of Leesburg Land Development Code, as amended, which shall include the required number of handicapped parking spaces.
- B. Uses of the property are restricted to those which can meet the parking requirements as shown in Section 25-361(b)(1), City of Leesburg Code of Ordinances.

**11. WETLANDS**

- A. There are no wetlands on the site.

**12. DRAINAGE AND UTILITIES**

- A. Prior to receiving Final Site Plan approval for future development or redevelopment, the "Permittee" shall submit a Master Site Drainage Plan and Utility Implementation Plan for review by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of any natural vegetation in any phase of development, the permittee shall provide:
  - 1. A detailed site plan demonstrating no direct discharge of stormwater runoff generated by the development into any natural surface waters or onto adjacent properties.
  - 2. A detailed site plan indicating all provisions for electric, water, sewer, and natural gas in accordance with the site plan review process as required by the City of Leesburg Land Development Code.

**13. TRANSPORTATION**

- A. Should transportation improvements be required as part of development or redevelopment, approval shall be contingent upon site plan approval by City of Leesburg, which includes review and approval by Lake County and the Florida Department of Transportation.

**14. LANDSCAPING**

- A. Future development or redevelopment plans and site design for the installation of landscaping shall be submitted and approved prior to issuance of permits for said development. All landscaping shall be in accordance with regulations contained within the City of Leesburg Code of Ordinances.

**15. BUFFER REQUIREMENTS**

- A. Future development shall provide for buffers to adjacent properties, per City of Leesburg code of ordinances, prior to issuance of a building permit.  
This plan shall be submitted as a part of the required landscape plan.

**16. MECHANICAL UNITS AND ROOF EQUIPMENT**

- A. Mechanical units and roof equipment shall be screened from view with parapet or other screening methods so that such equipment is not seen from public right-of-way and the adjacent residential property.

**17. MAINTENANCE**

- A. With the exception of public utilities, maintenance of all site improvements, including but not limited to drives, sidewalks, landscaping and drainage, all maintenance shall be the responsibility of the developer or a legally created property owner's association.

**18. ARCHITECTURE**

- A. All building shall have a common architectural theme and the side of buildings which face residential areas shall be finished in the same materials as used in the front of buildings.

**19. MISCELLANEOUS CONDITIONS**

- A. Prior to submitting building permit applications, the applicant shall submit and obtain approvals from City staff for:
  - i. a site plan and landscape plan per the requirements of the City of Leesburg;
- B. Prior to future site plan approval, a copy of an approved Management and Storage of Surface Waters (MSSW) permit, as required from the St. Johns River Water Management District, shall be submitted to Planning and Zoning Division.



## LEGAL DESCRIPTION

## EXHIBIT A

That certain piece, parcel and tract of land located in LAKE County, Florida, described as follows:

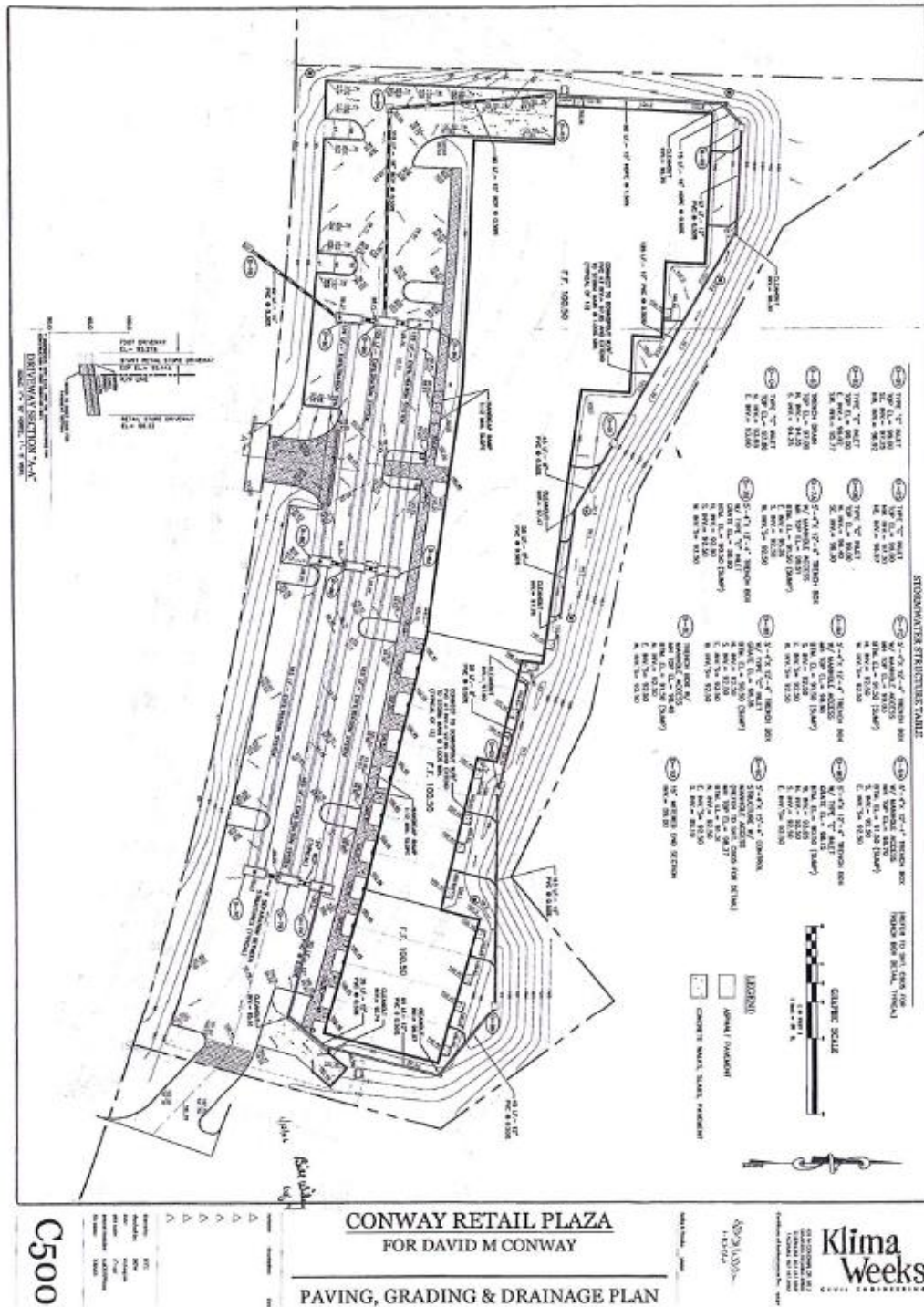
Those portions of Lots 14, 15, and 16, Block 33, SILVER LAKE ESTATES, a subdivision in Lake County recorded in Plat Book 10, Page 66 through 69, inclusive, of the Public Records of Lake County, Florida described as follows: From the intersection of the easterly line of Lot 18 with the Northerly R/W of U.S. 441 according to the S.R.D. R/W Map thereof Section No. 1101-208 dated May, 1957; run thence North 67° 07' 00" West along said R/W to a point that is 94.0 feet Westerly of the Easterly line of said Lot 18 when measured at right angles thereto; thence continue North 67° 07' 00" West, 100.56 feet along said R/W to a concrete monument; continue North 67° 07' 00" West along said R/W 279.00 feet to the beginning of a curve that is concave Southerly and having a radius of 1978.08 feet; thence Westerly along said curve through a central angle of 05° 14' 34" an arc distance of 181.00 feet to the Point of Beginning; from said point of Beginning run thence North 16° 44' 10" East, parallel to the Easterly line of said Lot 18, 160.88 feet to a point hereby designated as Point "A"; return to the Point of Beginning, said Point of Beginning being a point on the right of way curve that is concave Southerly and having a radius of 1978.08 feet; thence continue Westerly along said curve through a central angle of 15° 17' 23" an arc distance of 527.86 feet to a point on the Northerly R/W line of U.S. 441; thence North 02° 16' 31" East 351.69 feet, thence South 34° 31' 10" East 132.14 feet; thence South 61° 32' 16" East 160.15 feet; thence South 77° 42' 09" East 117.94 feet, thence South 64° 31' 50" East 95.52 feet; thence North 52° 13' 00" East 83.53 feet; thence South 37° 36' 37" East 110.83 feet to the aforesaid designated Point "A".

AND

A perpetual and irrevocable easement for the purposes of ingress and egress over a parcel of land described as: That part of Block 33, SILVER LAKE ESTATES, a subdivision in Lake County, Florida, recorded in Plat Book 10, Page 66 through 69, inclusive, of the Public Records of Lake County, Florida described as follows: From the intersection of the Easterly line of said Lot 18, Block 33 of said SILVER LAKE ESTATES, with the Northerly right of way line of U.S. 441, according to the State Road Department Right-of-Way Map thereof Section No. 1101-208 dated May, 1957; run thence North 67° 07' 00" West along said R/W to a point that is 94.00 feet Westerly of the Easterly line of said Lot 18, when measured at right angles thereto; thence continue North 67° 07' 00" West, 100.56 feet along said right-of-way to a concrete monument; thence continue North 67° 07' 00" West along said right-of-way 279.00 feet to the beginning of a curve that is concave Southerly and having a radius of 1978.08 feet; thence Westerly along said curve through a central angle of 05° 14' 34", an arc distance of 181.00 feet to an iron pin and the Point of Beginning; from said Point of Beginning, run thence North 16° 44' 10" East, 50.00 feet; thence South 70° 58' 12" East 50.01 feet, thence South 16° 44' 10" West, 25.00 feet; thence South 73° 15' 50" East, 15.00 feet; thence South 16° 44' 10" West, 25.00 feet to a point on the aforementioned right-of-way curve, that is South 71° 29' 57" East, 65.00 feet of the Point of Beginning, said curve being concave Southerly and having a radius of 1978.08 feet; run thence Westerly along said right-of-way curve through a central angle of 01° 52' 58" an arc distance of 65.00 feet to the Point of Beginning.

**Alternate Key 1273951**

## EXHIBIT B





MINUTES OF THE REGULAR MEETING  
OF THE PLANNING COMMISSION  
CITY COMMISSION CHAMBERS, CITY HALL  
THURSDAY, APRIL 16, 2015, 4:30 P.M.

The Planning Commission of the City of Leesburg held its regular meeting Thursday, April 16, 2015, in the Commission Chambers at City Hall. Chairman James Argento called the meeting to order at 4:30 p.m. The following Commission members were present:

James Argento  
Clell Coleman  
Charles Townsend  
Ted Bowersox  
Stewart Kaplan  
Frazier J. Marshall  
Don Lukich

City staff that was present included Dan Miller, Planning & Zoning Manager, and Dianne Pacewicz, Administrative Assistant II. City Attorney Fred Morrison was also present.

The meeting opened with an invocation given by Chairman James Argento and the Pledge of Allegiance to the Flag.

**MINUTES OF PLANNING & ZONING COMMISSION MEETING FOR MARCH 19, 2015.**

**Commissioner Charles Townsend moved to APPROVE the minutes from the MARCH 19, 2015 meeting. Commissioner Frazier J. Marshall SECONDED the motion, which was PASSED by a vote of 7 to 0.**

Dan Miller, Planning & Zoning Manager, informed the audience of the rules of participation and the need to sign the speaker's registry. He also informed Commissioners and the audience of the City Commission meeting dates tentatively scheduled.

Dianne Pacewicz swore in staff as well as anyone wishing to speak

**NEW BUSINESS**

- 1. PUBLIC HEARING CASE # RZ-15-38 - CONWAY - PLANNED DEVELOPMENTS REZONING**  
AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING THE SUBJECT PROPERTY FROM CIP (COMMERCIAL INDUSTRIAL PLANNED) TO SPUD (SMALL PLANNED UNIT DEVELOPMENT) FOR A 2.69 +/- ACRE PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF US HIGHWAY 441, AND NORTH OF LEESBURG INTERNATIONAL AIRPORT, AS LEGALLY DESCRIBED IN SECTION 01, TOWNSHIP 19, RANGE 25, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CITY COMMISSION DATES - 1<sup>st</sup> READING ON APRIL 27<sup>TH</sup>, 2015 AND MAY 11<sup>TH</sup>, 2015)

Dan Miller entered the exhibits into the record and presented the overhead exhibits. The exhibit items included the staff summary, departmental review summary, staff recommendations, general location/aerial map, land use and zoning maps, wetlands and flood zone map, site photos, and conceptual site plan.

There were no substantive comments received from the departments. There was one public response received for approval and no responses received for disapproval.

Mr. Miller gave a brief background on this project. He explained that this property was brought into the City back in 2005 and was zoned CIP (Commercial Industrial Planned). This zoning was designed for smaller Planned Unit Developments. The CIP name was confusing to people because often there was no Industrial, and the name was changed to SPUD (Small Planned Unit Development).

The Planning & Zoning staff recommended the approval of the request for the following reasons:

1. The proposed zoning district of SPUD (Small Planned Unit Development) is compatible with the adjacent zonings districts of C-3 (Highway Commercial), P (Public) and County R-1 (Rural Residential).
2. The proposed zoning district of SPUD (Small Planned Unit Development) is compatible with the current Future Land Use designation of General Commercial, and with the adjacent future land use designations of General Commercial and County Urban Low Density.
3. The proposed zoning does not appear to create a detriment to the adjacent properties.
4. Rezoning of the subject properties is consistent with the City's adopted Growth Management Plan, Future Land Use Element, Goal I, and Objective 1.6.

SUBJECT to the following comments:

1. Future development of the property shall be subject to all applicable City requirements, including, but not limited to site plan and building plan review processes and impact fees.
- 2.. Development of the property shall be subject to the Small Planned Unit Development Agreement attached hereto as Exhibit A, dated April 16, 2015.

Mr. Miller highlighted the following in the PUD conditions to expedite.

3. PERMITTED AND EXCLUDED USES

The above described property shall be used for mixed use retail, office, general commercial uses, pursuant to the requirements of this document and City of Leesburg development codes, requirements and standards, and as noted below.

A. Permitted Uses

- i. General retail uses
- ii. General office uses
- iii. Banking and investment services
- iv. Medical/Dental offices and services
- v. Educational facilities, grades K-8
- vi. Day care centers (child and adult)

B. Excluded Uses

- i. Transient facilities
- ii. Industrial uses
- iii. Waste related uses
- iv. Any similar uses which are not considered retail, office, commercial in character or intensity, which may adversely impact or otherwise be incompatible with the adjoining and/or nearby properties due to noise, dust, vibration, odor, etc.

C. Use Limitations

- i. All uses of the property shall be limited to those that can comply with the parking standards of the City of Leesburg Code of Ordinances, as amended.

Commissioner Lukich inquired as to whether there was a business there. Mr. Miller stated that the building was purchased by Eric Coe and that it was currently vacant.

Chairman Argento asked about the height restrictions from the Airport Board of Adjustment. Mr. Miller brought attention to #8 in the PUD conditions.

8. HEIGHT OF BUILDINGS

- A. No structure shall exceed forty (40) feet in height (three stories) as measured from the first floor, finished floor level on the site. Due to proximity to Leesburg International Airport, the buildings cannot exceed the maximum height permitted by FAA (Federal Aviation Administration) regulations.

This was the end of the discussion and the voting then took place.

Commissioner Donald Lukich made a motion to APPROVE case # RZ-15-38 – CONWAY – PLANNED DEVELOPMENTS REZONING. Commissioner Clell Coleman SECONDED the motion which, PASSED by a unanimous voice vote of 7 to 0.

**DISCUSSION ITEM**

For Public Comments, Robert Levens who lives at 945 Eagles Landing, stated that when you call to make a payment on the day your utility bill is due, you get a recording and an extra charge of \$5.00 for calling in to pay your bill.

**ANNOUNCEMENTS**

The next scheduled meeting date is May 21, 2015.

The meeting adjourned at 5:30 p.m.

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James Argento, Chairperson

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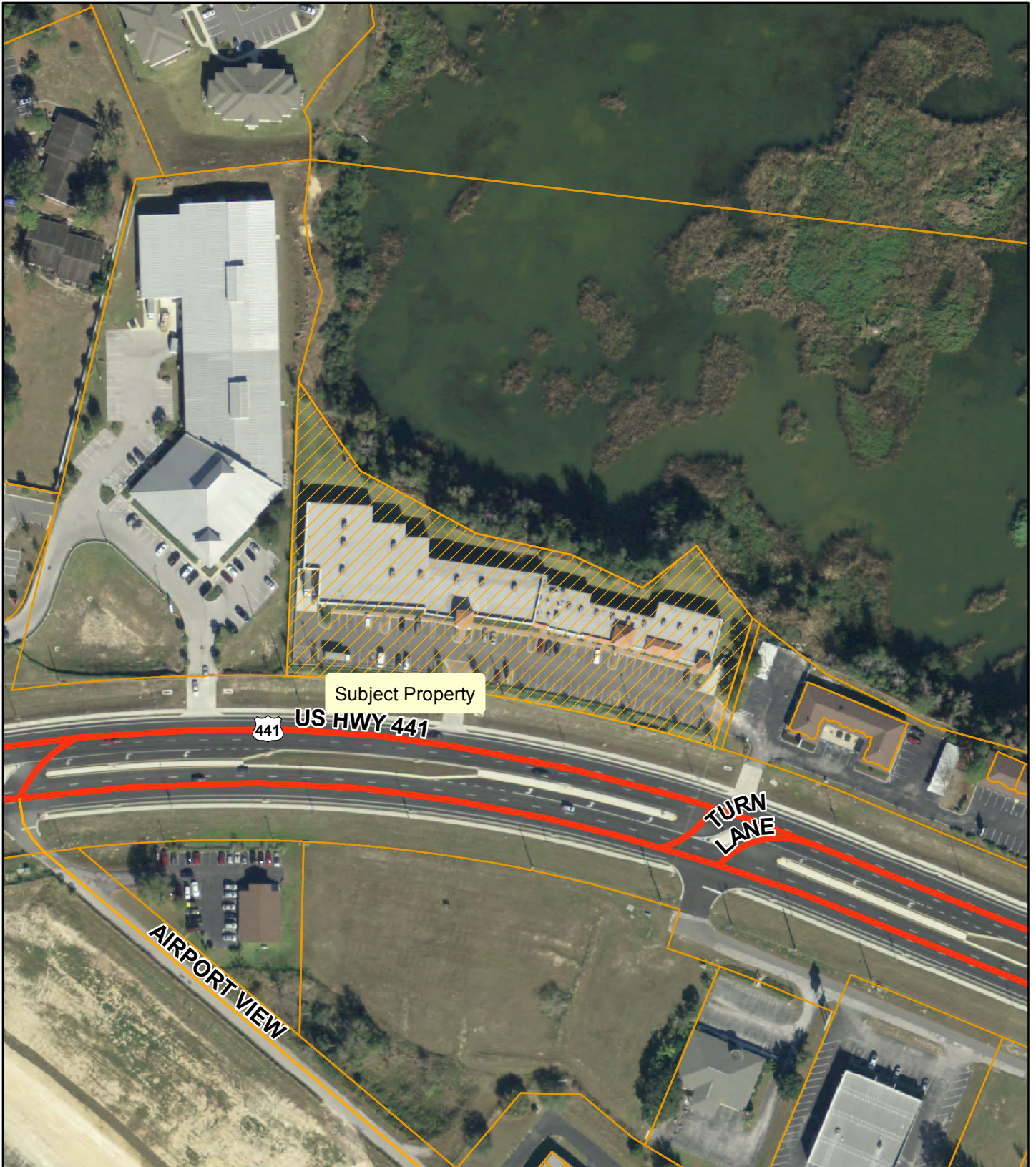
Clell Coleman, Vice Chairperson

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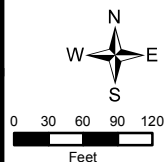
Dianne Pacewicz, Administrative Assistant II



# Aerial



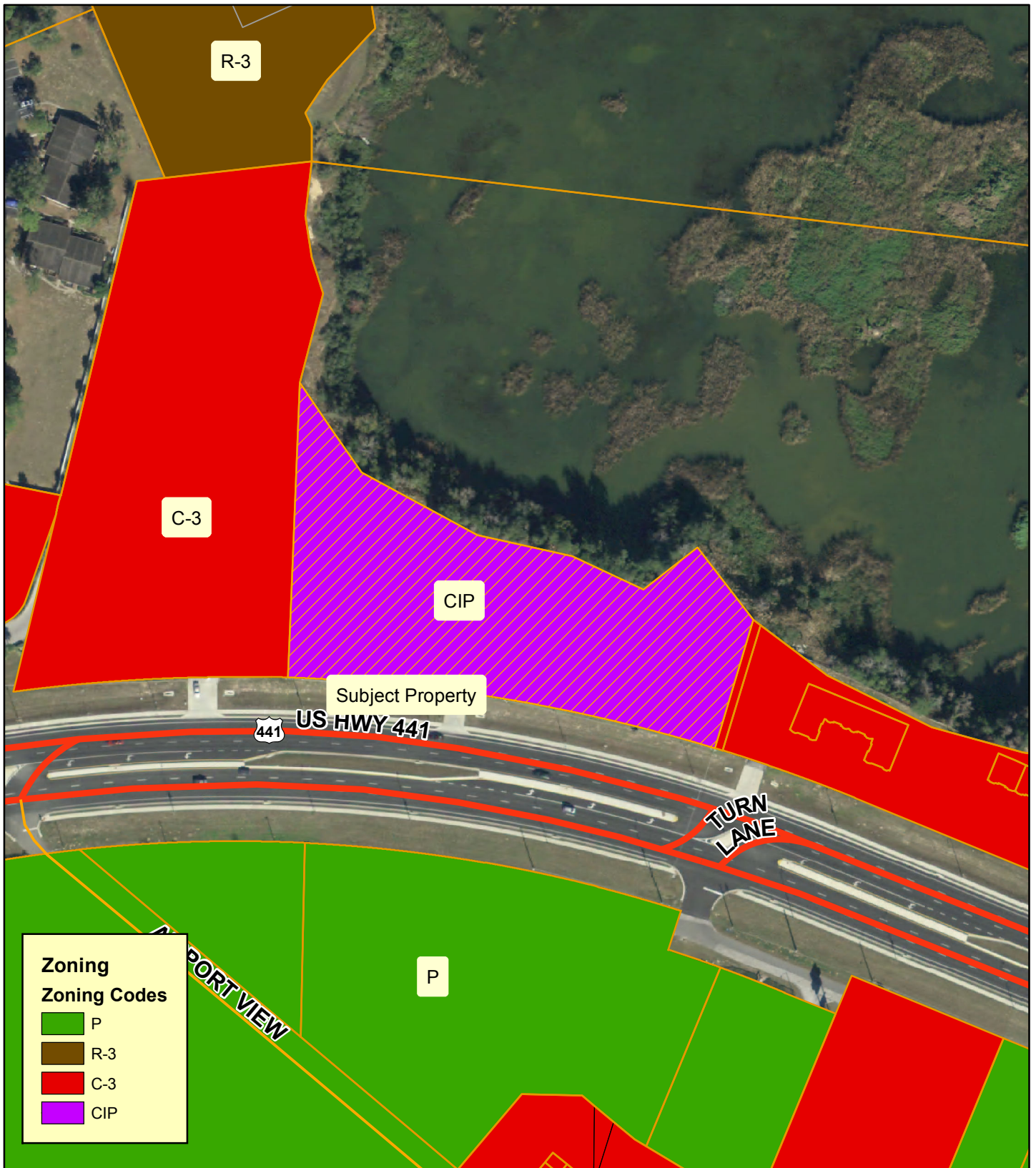
Planning  
& Zoning  
Division



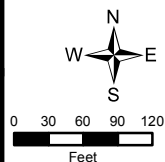
Conway's Plaza Rezoning  
8425 U.S. Highway 441  
AK # 1273951  
Sec 01 Twp 19 Rge 25



# Zoning

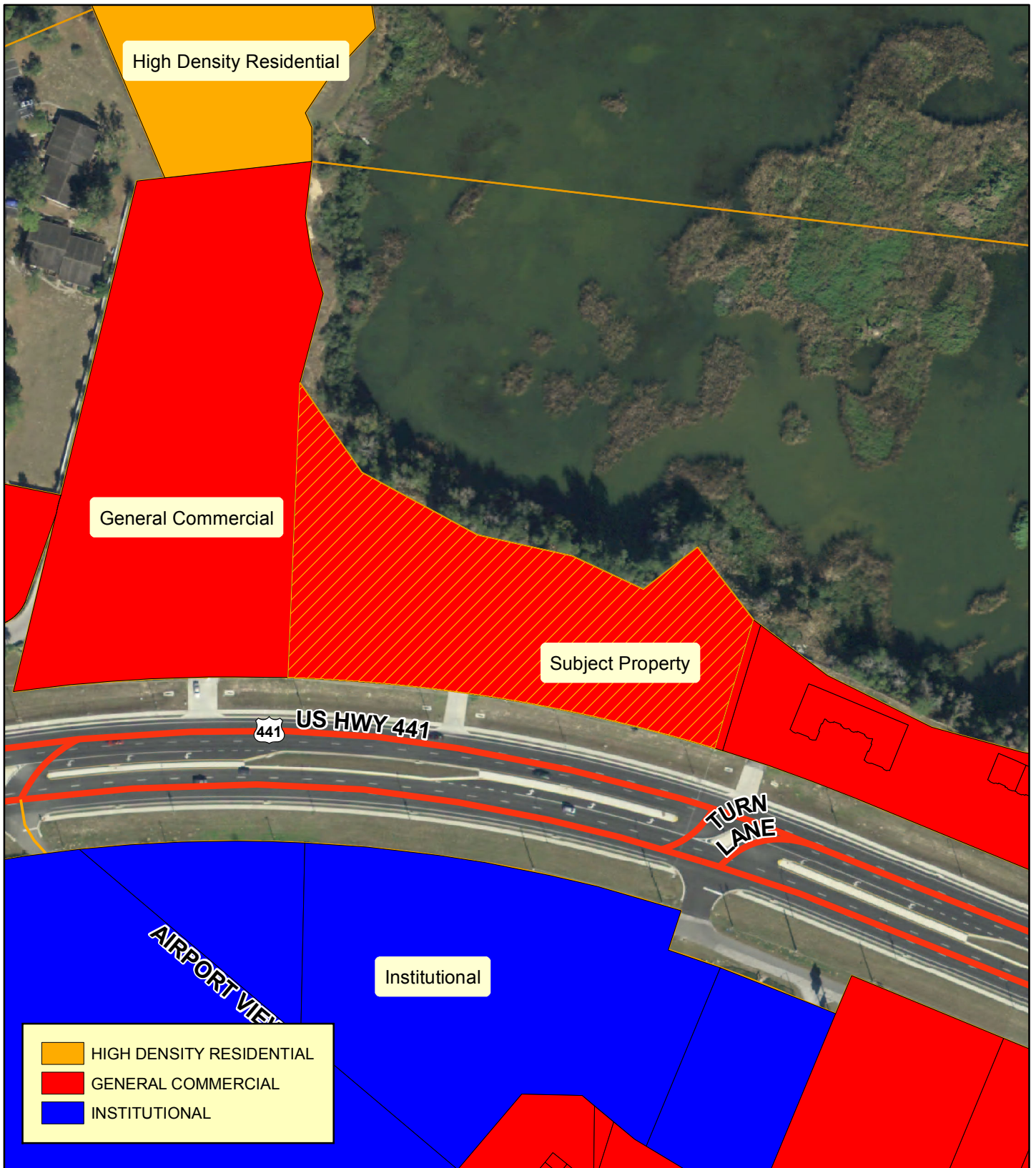


**Planning  
& Zoning  
Division**

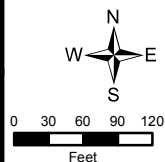


**Conway's Plaza Rezoning**  
8425 U.S. Highway 441  
AK # 1273951  
Sec 01 Twp 19 Rge 25

# Future Land Use



**Planning  
& Zoning  
Division**



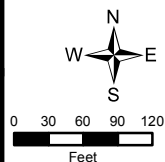
**Conway's Plaza Rezoning**  
8425 U.S. Highway 441  
AK # 1273951  
Sec 01 Twp 19 Rge 25



# Surrounding Land Use



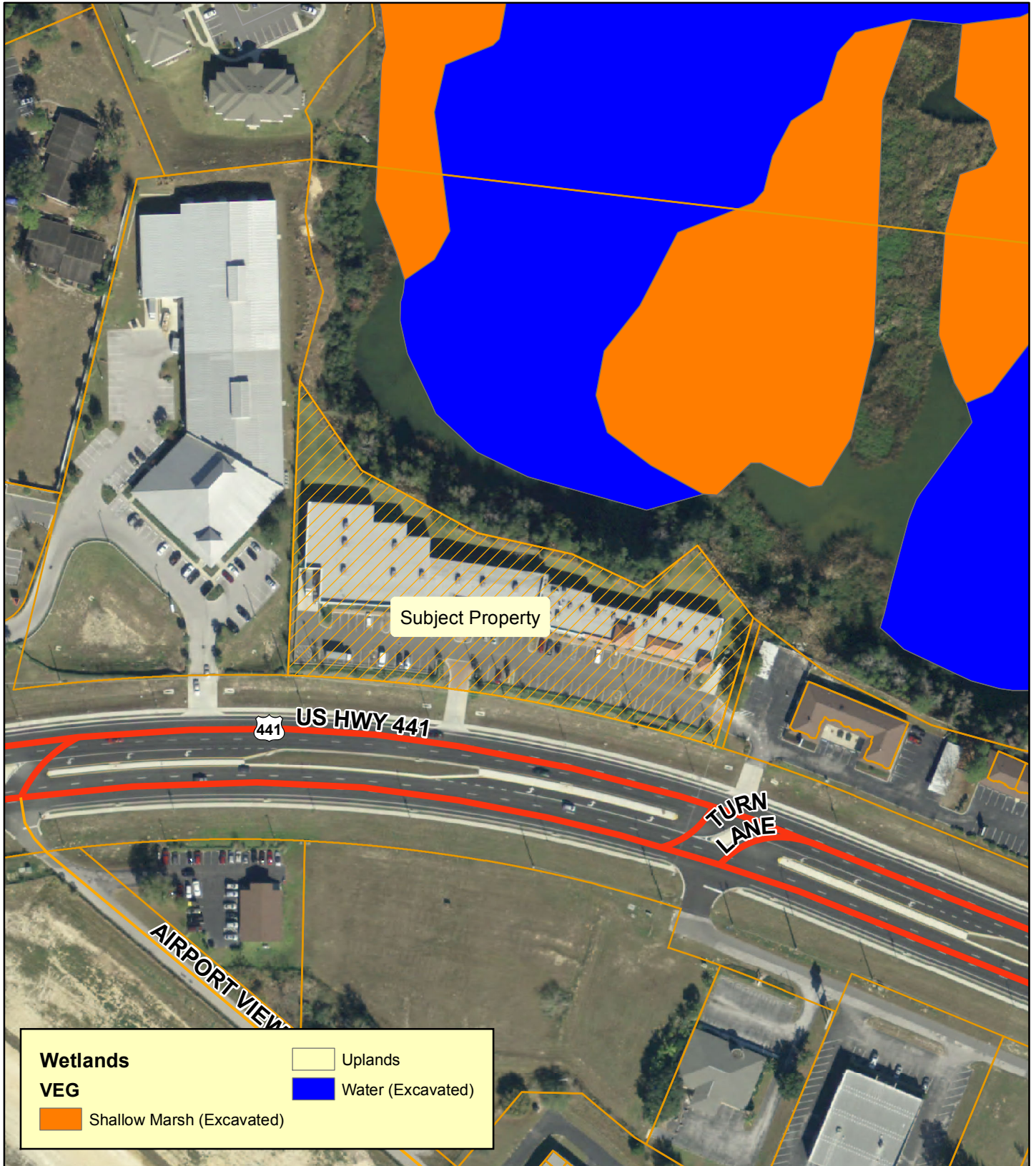
**Planning  
& Zoning  
Division**



**Conway's Plaza Rezoning**  
8425 U.S. Highway 441  
AK # 1273951  
Sec 01 Twp 19 Rge 25



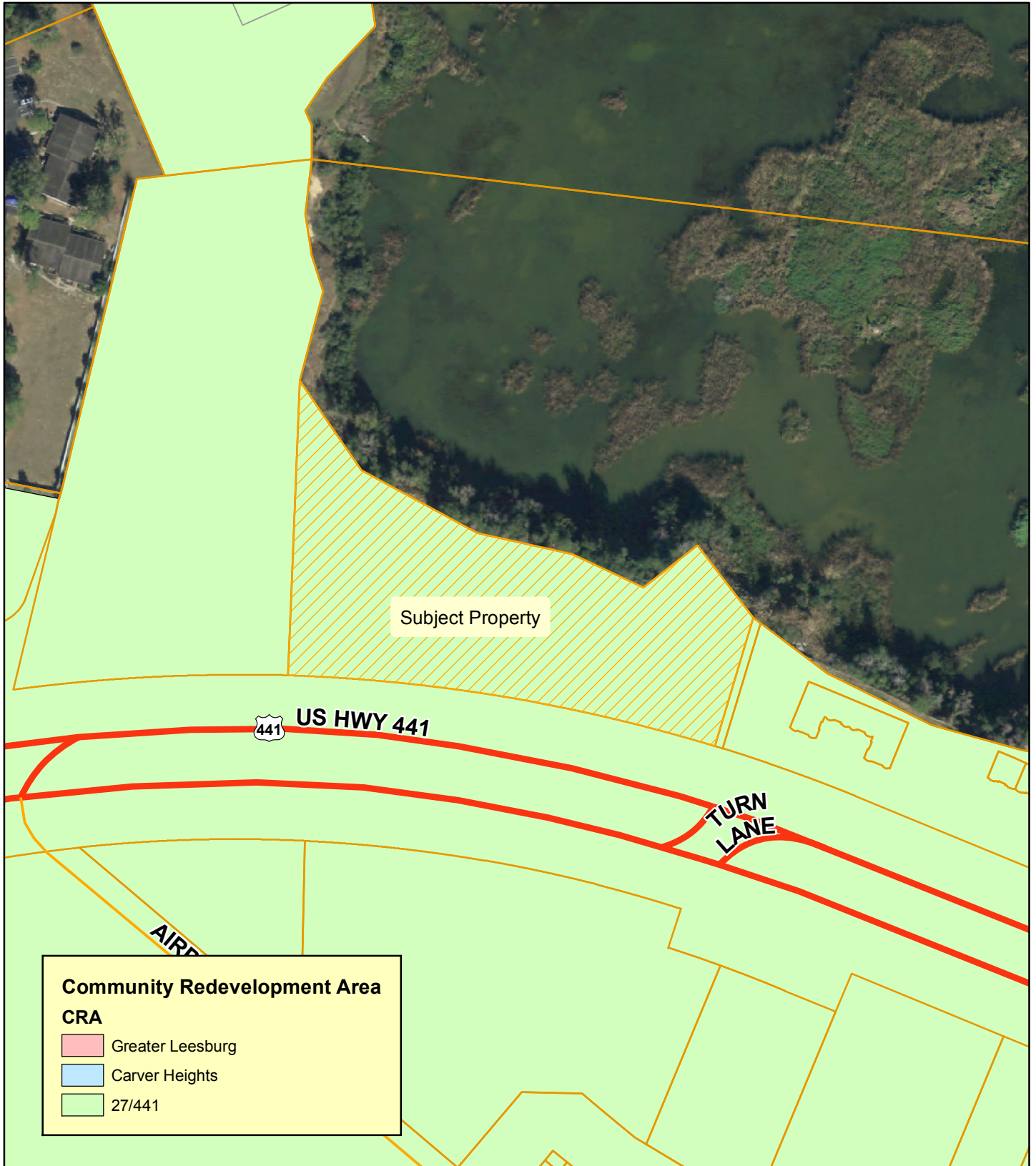
# Wetlands



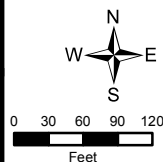
**Planning  
& Zoning  
Division**

**Conway's Plaza Rezoning**  
 8425 U.S. Highway 441  
 AK # 1273951  
 Sec 01 Twp 19 Rge 25

# Community Redevelopment Area



**Planning  
& Zoning  
Division**



**Conway's Plaza Rezoning**  
**8425 U.S. Highway 441**  
**AK # 1273951**  
**Sec 01 Twp 19 Rge 25**





Views of subject property  
as seen from US 441 entryway





Additional views of the property  
Looking toward the east





Views of adjacent property to the east and south  
as seen from the subject property





Adjacent property to west and south  
along US 441.





View of subject property and zoning sign posted on US 441.





# AGENDA MEMORANDUM

**Item No:** 5C

**Meeting Date:** May 11, 2015

**From:** Dan Miller, Planning and Zoning Manager

**Subject:** Ordinance vacating a portion of city right of way (0.23 +/- acres) located on South 1<sup>st</sup> Street, south of West Magnolia Street and north of the Magnolia Trail

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## Staff Recommendation

The Planning staff and Planning Commission recommend approval of the request for vacating a portion of right-of-way on South 1<sup>st</sup> Street, from West Magnolia Street to the Magnolia Trail., and area approximately 25' x 400' (0.23 acre).

## Analysis

The property is currently used by the adjacent private property owners for access and parking. All impacted areas are adjacent to boundaries of the property that is being requested to be vacated. Staff has requested comments from each City department and found that the property is not needed for a public purpose. Easements will be provided by the property owners as required by the City.

By a vote of 7 to 0, the Planning Commission on April 16, 2015 recommended approval.

## Options

1. Approve the request to vacate 0.23+/- acre area, subject to provision of utility easements as required by the City of Leesburg.
2. Other action the Commission may deem appropriate.

## Fiscal Impact:

No immediate fiscal impact is anticipated as a result of the vacation of this right-of-way. However, vacating this property will save future expenses for maintenance of the existing pavement.

**Submission Date and Time:** 5/11/2015 10:37 AM

<b>Department:</b> Community Development_ <b>Prepared by:</b> Dan Miller, P&Z Manager <b>Attachments:</b> Yes_X_ No ____ <b>Advertised:</b> ____ Not Required ____ <b>Dates:</b> ____ <b>Attorney Review :</b> Yes__ No __  Revised 6/10/04	<b>Reviewed by:</b> Dept. Head ____  <b>Finance Dept.</b> ____  <b>Deputy C.M.</b> ____ <b>Submitted by:</b> ____ <b>City Manager</b> ____	<b>Account No.</b> ____  <b>Project No.</b> ____  <b>WF No.</b> ____  <b>Budget</b> ____  <b>Available</b> ____
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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, VACATING A PORTION OF RIGHT OF WAY APPROXIMATELY 25' BY 400' (0.23 AC), SAID PROPERTY GENERALLY LOCATED ON SOUTH 1<sup>ST</sup> STREET, SOUTH OF WEST MAGNOLIA AND NORTH OF THE MAGNOLIA TRAIL, LYING IN SECTION 26, TOWNSHIP 19 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (City of Leesburg)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

**Section 1.**

The City Commission of the City of Leesburg, Florida, finding that an undeveloped portion of right-of-way, located on South 1<sup>st</sup> Street, south of West Magnolia and north of the Magnolia Trail, (0.23 acre+/-) in Lake County, Florida, is not needed for public purposes, therefore the portion of said right-of-way, as legally described below, is hereby vacated and relinquished, except as reserved hereinafter:

That portion of South 1<sup>st</sup> St. lying south of West Magnolia St., North of the abandoned railroad, East of lot 25 and West of lot 26 of Block 47, of the plat of the City of Leesburg as recorded in Plat book 2, Page 19 of the public records of Lake County, Florida.

**Section 2.**

The provisions of Section 1 notwithstanding, this Ordinance shall not be construed to release, and the City Commission hereby reserves, any and all existing recorded easements for utilities in favor of the City of Leesburg in and to any portion of the property located in the vacated right of way.

**Section 3.**

This ordinance shall become effective upon its passage and adoption according to law.

**PASSED AND ADOPTED** by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 11<sup>th</sup> day of May 2015.

\_\_\_\_\_  
Elise A. Dennison, Mayor

ATTEST:

\_\_\_\_\_  
J. Andi Purvis, City Clerk

**CITY OF LEESBURG PLANNING & ZONING DIVISION  
STAFF SUMMARY**

**DATE:** April 10, 2015  
**OWNER:** City of Leesburg  
**PETITIONER:** City of Leesburg  
**PROJECT:** South End of First Street  
**REQUEST:** Vacate a portion of 1<sup>st</sup> Street from West Magnolia to the Trail  
**CASE NO.:** VAC-14-131

**GENERAL LOCATION:** The property is generally located on the south end of 1<sup>st</sup> Street, from Magnolia Street to the Magnolia Trail.

**FUTURE LAND USE DESIGNATION:** Downtown Mixed Use

**SURROUNDING FUTURE LAND USE DESIGNATION:**

North -	Downtown Mixed Use
South -	General Commercial, Low Density Residential
East -	Downtown Mixed Use
West -	Downtown Mixed Use

**PROPOSED FUTURE LAND USE DESIGNATION:** (no change requested)

**EXISTING ZONING DESIGNATION:** CBD (Central Business District)

**SURROUNDING ZONING DESIGNATIONS:**

North –	CBD (Central Business District)
South -	P (Public), C-2 (Community Commercial)
East -	CBD (Central Business District)
West -	CBD (Central Business District)

**PROPOSED ZONING DESIGNATION:** no change requested

**EXISTING LAND USE:** Access and parking for private properties

**SURROUNDING LAND USE:**

North -	Retail & Parking
South -	Trail
East -	Retail & Single Family
West -	Indoor Recreation, Office, Single Family, Undeveloped

**PROPOSED LAND USE:** Access and parking for private properties

**CITY OF LEESBURG PLANNING & ZONING DIVISION  
DEPARTMENTAL REVIEW SUMMARY**

**DATE:** April 15, 2015  
**OWNER:** City of Leesburg  
**PETITIONER:** City of Leesburg  
**PROJECT:** South End of First Street  
**REQUEST:** Vacate a portion of 1<sup>st</sup> Street from West Magnolia to the Trail  
**CASE NO.:** VAC-14-131

**THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:**

POLICE

No comments received as of 04/15/15

FIRE

“Nothing from Fire.” – David Johnson – 04/01/15

ELECTRIC

“Electric does have an issue with this vacation. We have installed underground facilities in the right of way. We will require a utility easement along the width of the existing right of way. If the owners wish to survey the route, we would except a 15’ wide easement centered on the underground cables. They would need to excavate and confirm the actual running line of the underground lines. I am sure there are other utilities in the right of way.” – Steve Davis – 04/01/15

WATER DISTRIBUTION

“I believe there is a water service line that runs from the trail to the feed store. That will need to be checked and addressed.” – Roy Rink – 04/02/15

WATER BACKFLOW

“Water backflow is okay with this.” – Helga Bundy – 04/02/15.

STORMWATER

No comments received as of 04/15/15

WASTEWATER

“No comments.” – John Slote – 04/01/15

GAS

Approved by the City of Leesburg Gas Dept – per Kim Keenan Gas Distribution Coordinator

GIS

No comments received as of 04/15/15

BUILDING

No comments received as of 04/15/15

## ENGINEERING/PUBLIC WORKS/SURVEY

“No objections from Public Works.” – DC Maudlin – 04/01/15

“Conditionally approved with comments:

1. A general utility easement will be required to remaining in effect for the vacated roadway.
2. ~~The legal description for the portion being vacated needs to be more specific, such as “that portion of south 1<sup>st</sup> St. lying south of Magnolia St., North of the abandoned railroad, east of Block “?” and west of block “?” of the plat of Leesburg as recorded in Plat book 2, Page 19 of the public records of Lake County, Florida”~~

Adrian Parker – 04/02/15

Corrected, DM 04/16/15

## ADDRESSING

~~“I would like to see the legal description of the portion that they want to have vacated. Just the “South end” does not describe any portion of this street. The intent of the area that needs to be vacated is not clear. Per the legal description included in the application, Vacant Lot 25 runs the entire length of that block from W Magnolia St to the Trail and 211 S Palmetto St only the south 102’.”~~ Deb Devoe – 04/01/15

Approved, Deb Devoe -4/16/15

## ECONOMIC DEVELOPMENT

No comments received as of 04/15/15

## PUBLIC RESPONSES

### **Approval**

No comments received as of 04/15/15

### **Disapproval**

No comments received as of 04/15/15.



**CITY OF LEESBURG PLANNING & ZONING DIVISION  
RECOMMENDATIONS**

**DATE:** April 16, 2015  
**OWNER:** City of Leesburg  
**PETITIONER:** City of Leesburg  
**PROJECT:** Vacate a portion of South 1<sup>st</sup> Street from West Magnolia Street to the Trail  
**REQUEST:** Vacate approximately 25' X 400' foot (.23 ac) right-of-way  
**CASE NO.:** VAC-15-65

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**THE PLANNING & ZONING DIVISION RECOMMENDS:**

APPROVAL of the request

**for the following reason(s):**

1. The area to be vacated, as described in Exhibit A attached hereto, is a portion of 1<sup>st</sup> Street that is used only by the adjoining property owners for parking and access to private property,
2. The area to be vacated is not needed for a public purpose.

**with the following condition(s):**

1. Utility easements, as required by the City of Leesburg, shall be provided by the property owners, as needed, to allow access to all existing and/or required utility service(s).

**Action Requested:**

1. Vote to approve the recommendation to vacate the portion of the unused right-of-way as proposed by staff and forward to the City Commission for consideration.



“That portion of South 1<sup>st</sup> St. lying south of West Magnolia St., North of the abandoned railroad, East of lot 25 and West of lot 26 of Block 47, of the plat of the City of Leesburg as recorded in Plat book 2, Page 19 of the public records of Lake County, Florida”



**MINUTES OF THE REGULAR MEETING  
OF THE PLANNING COMMISSION  
CITY COMMISSION CHAMBERS, CITY HALL  
THURSDAY, APRIL 16, 2015, 4:30 P.M.**

The Planning Commission of the City of Leesburg held its regular meeting Thursday, April 16, 2015, in the Commission Chambers at City Hall. Chairman James Argento called the meeting to order at 4:30 p.m. The following Commission members were present:

James Argento  
Clell Coleman  
Charles Townsend  
Ted Bowersox  
Stewart Kaplan  
Frazier J. Marshall  
Don Lukich

City staff that was present included Dan Miller, Planning & Zoning Manager, and Dianne Pacewicz, Administrative Assistant II. City Attorney Fred Morrison was also present.

The meeting opened with an invocation given by Chairman James Argento and the Pledge of Allegiance to the Flag.

**MINUTES OF PLANNING & ZONING COMMISSION MEETING FOR MARCH 19, 2015.**

**Commissioner Charles Townsend moved to APPROVE the minutes from the MARCH 19, 2015 meeting. Commissioner Frazier J. Marshall SECONDED the motion, which was PASSED by a vote of 7 to 0.**

Dan Miller, Planning & Zoning Manager, informed the audience of the rules of participation and the need to sign the speaker's registry. He also informed Commissioners and the audience of the City Commission meeting dates tentatively scheduled.

Dianne Pacewicz swore in staff as well as anyone wishing to speak

**NEW BUSINESS**

- 3. PUBLIC HEARING CASE # VAC-14-131 – SOUTH END OF 1<sup>ST</sup> STREET – VACATE**  
AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, TO VACATE THE SOUTH END OF 1<sup>ST</sup> STREET, FROM MAGNOLIA STREET TO THE MAGNOLIA TRAIL AS LEGALLY DESCRIBED IN SECTION 26, TOWNSHIP 19, RANGE 24, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (CITY COMMISSION DATES - 1<sup>st</sup> READING ON APRIL 27<sup>TH</sup> AND MAY 11<sup>TH</sup>, 2015)

Dan Miller entered the exhibits into the record and presented the overhead exhibits. The exhibit items included the staff summary, departmental review summary, staff recommendations, general location/aerial map, land use and zoning maps, wetlands and flood zone map, site photos, and conceptual site plan.

There was a comment received from the Electric department indicating that if the property was vacated that there would still be easements on it. There was also a comment from Addressing regarding the legal which have been resolved. There were no public responses received for approval and no responses received for disapproval.

Mr. Miller gave a brief background on this project. He explained that this request originally came in from the property owner, who purchased the lot behind him. Since the property in question is nothing more than parking and access, several City departments indicated that they had no need for it, so it therefore became a City of Leesburg application.

The Planning & Zoning staff recommended the approval of the request for the following reasons:

1. The area to be vacated, as described in Exhibit A attached hereto, is a portion of 1<sup>st</sup> Street that is used only by the adjoining property owners for parking and access to private property,
2. The area to be vacated is not needed for a public purpose.

with the following condition(s):

1. Utility easements, as required by the City of Leesburg, shall be provided by the property owners, as needed, to allow access to all existing and/or required utility service(s).
2. The granting of this vacation does not exempt the applicant from all other applicable regulations of the City of Leesburg and other governmental agencies.

Action Requested:

1. Vote to approve the recommendation to vacate the portion of the unused right-of-way as proposed by staff and forward to the City Commission for consideration.

Commissioner Bowersox asked if the surrounding property owners have been notified. Mr. Miller stated that they were.

Commissioner Lukich asked if the property would be split down the middle. Attorney Morrison stated that the rule of it is if you vacate a street, the left half goes to the owner on that side and the right half goes to the owner on that side. Commission Bowersox asked if the City has to provide legal descriptions for the properties. Attorney Morrison answered that the City records the resolution vacating the street, and that will be the end of the City's involvement.

Commission Townsend asked if at this time the maintenance of the property is no longer the City's responsibility. Attorney Morrison answered that was correct.

This was the end of the discussion and the voting then took place.

**Commissioner Ted Bowersox made a motion to APPROVE case # VAC-14-131 – SOUTH END OF 1<sup>ST</sup> STREET – VACATE. Commissioner Don Lukich SECONDED the motion which, PASSED by a unanimous voice vote of 7 to 0.**

## DISCUSSION ITEM

For Public Comments, Robert Levens who lives at 945 Eagles Landing, stated that when you call to make a payment on the day your utility bill is due, you get a recording and an extra charge of \$5.00 for calling in to pay your bill.

## ANNOUNCEMENTS

The next scheduled meeting date is May 21, 2015.

The meeting adjourned at 5:30 p.m.

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James Argento, Chairperson

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Clell Coleman, Vice Chairperson

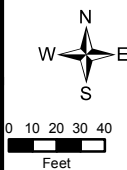
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Dianne Pacewicz, Administrative Assistant II

# Aerial



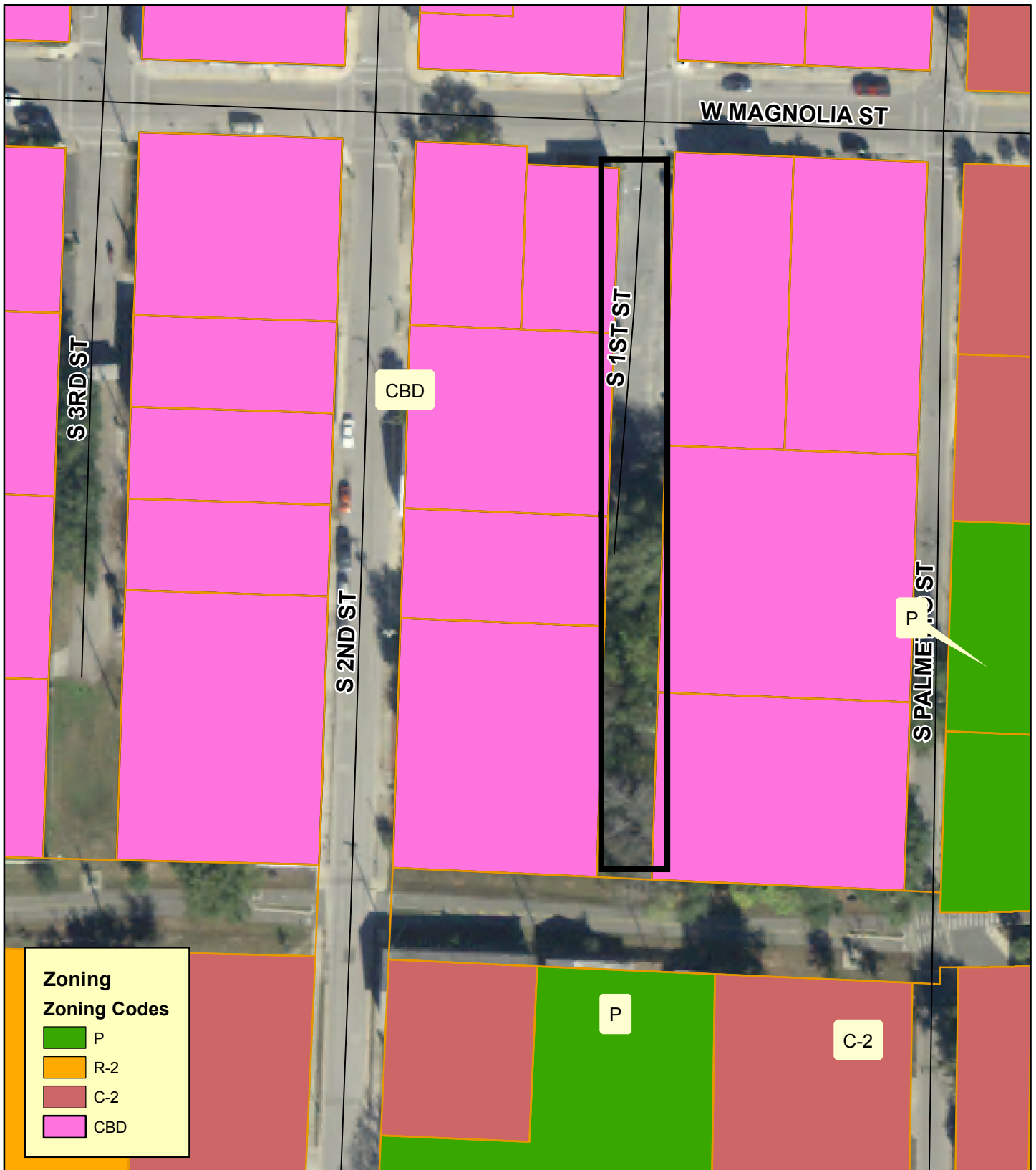
**Planning  
& Zoning  
Division**



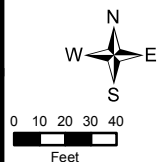
**VAC 14-141**  
Approximate area of Vacation  
Sec 26 Twp 19 Rge 24



# Zoning

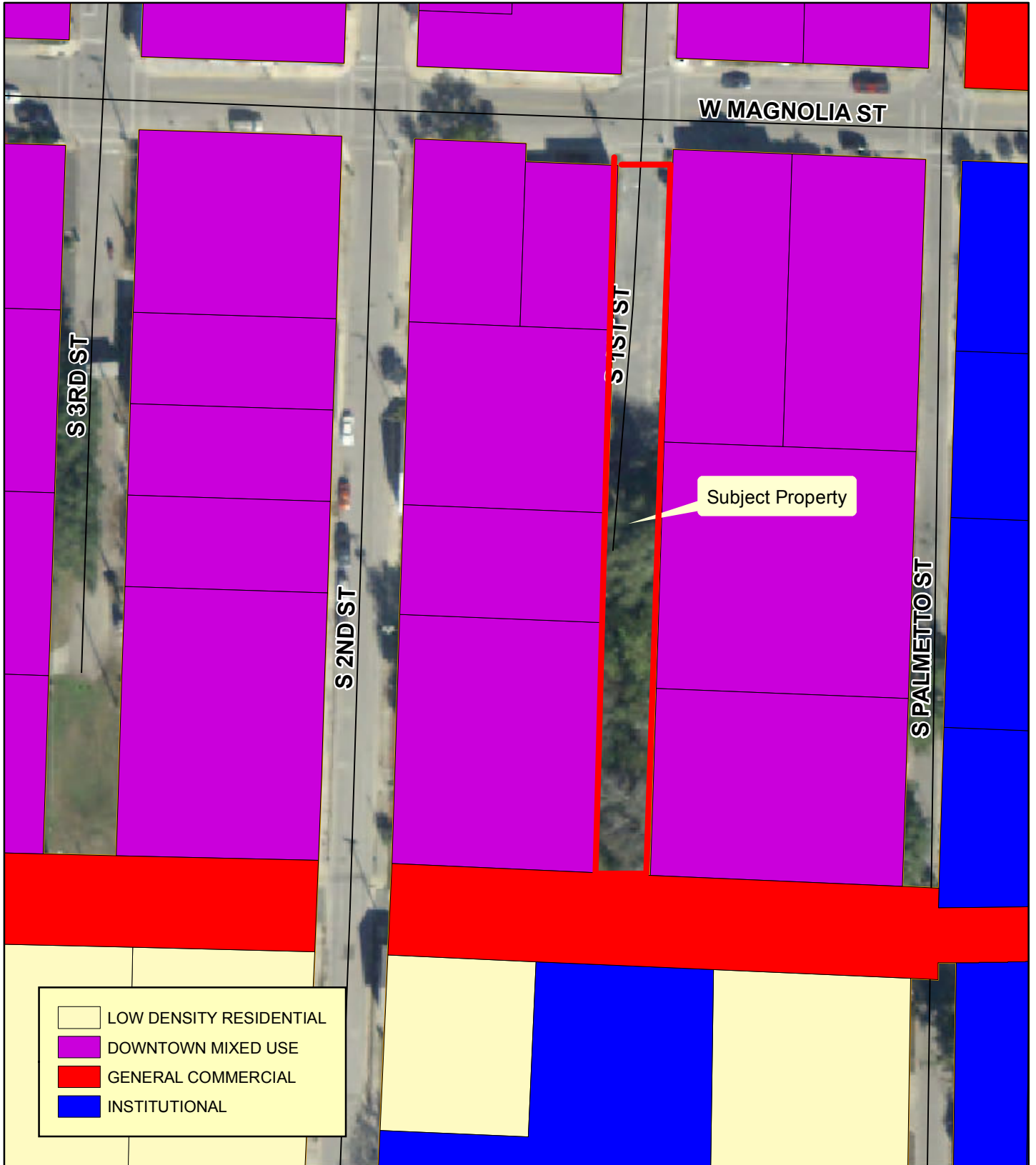


**Planning  
& Zoning  
Division**

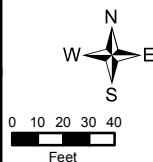


**Vacate**  
**South End of 1st Street**  
**AK # 1344395**  
**Sec 26 Twp 19 Rge 24**

# Future Land Use



**Planning  
& Zoning  
Division**

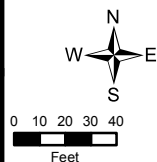


**Vacate**  
**South End of 1st Street**  
**AK # 1344395**  
**Sec 26 Twp 19 Rge 24**

# Surrounding Land Use

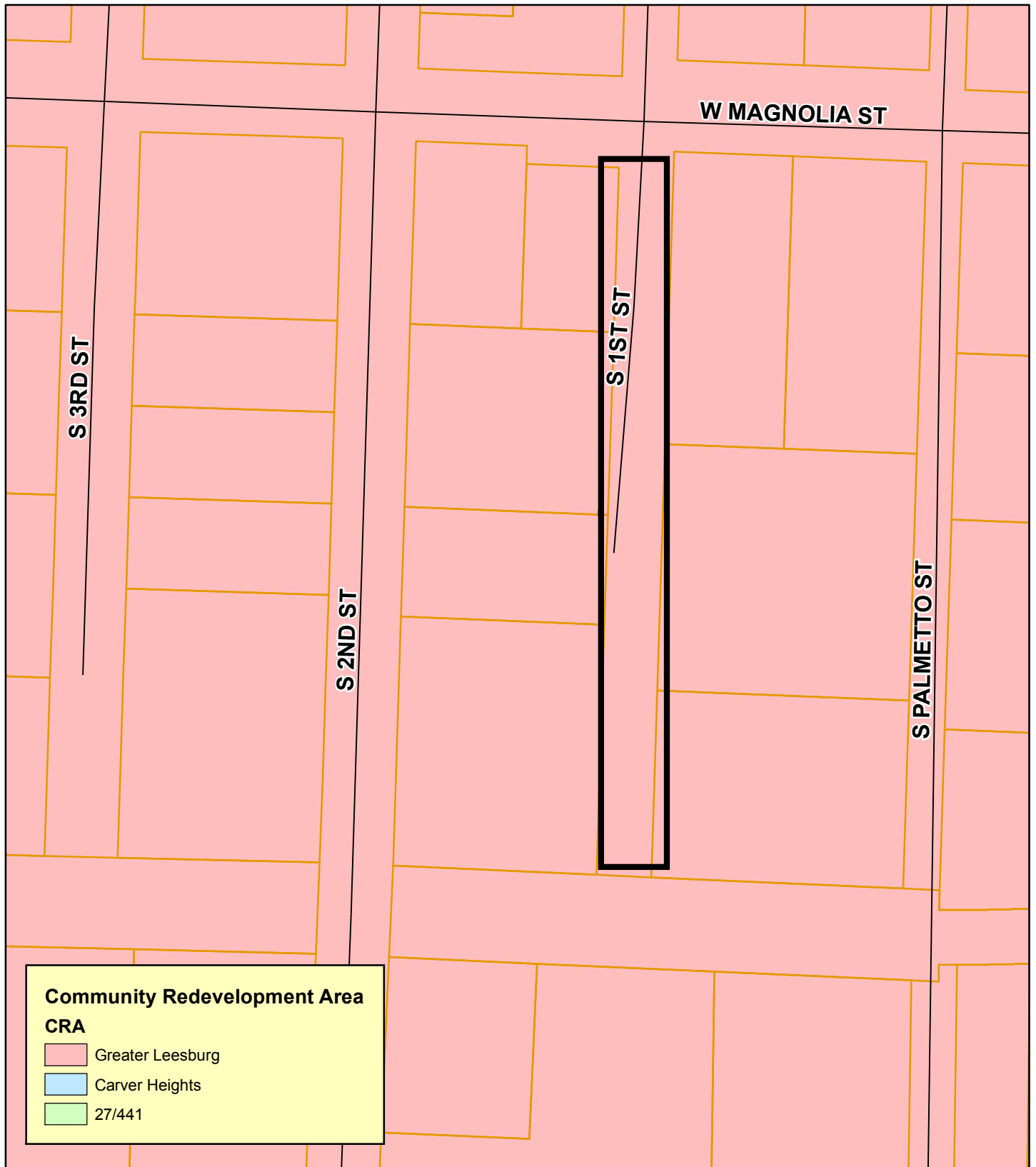


**Planning  
& Zoning  
Division**

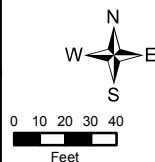


**Vacate**  
**South End of 1st Street**  
**AK # 1344395**  
**Sec 26 Twp 19 Rge 24**

# Community Redevelopment Area



**Planning  
& Zoning  
Division**



**Vacate**  
**South End of 1st Street**  
**AK # 1344395**  
**Sec 26 Twp 19 Rge 24**





General location of beginning of vacate area  
subject property on the right.



First view of subject area to be vacated—  
looking toward the south.





View of area to be vacated, looking north  
along 1<sup>st</sup> Street



Area to be vacated looking south  
at the paved end of 1<sup>st</sup> Street.





View of zoning sign posted on 1<sup>st</sup> Street



# AGENDA MEMORANDUM

Item No: 5D.  
Meeting Date: May 11, 2015  
From: Al Minner, City Manager  
Subject: Leesburg Discrimination Policy

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**Staff Recommendation:**

Staff recommends hearing attached ordinance and setting public hearing and second reading.

**Analysis:**

Pursuant to a request from the City Commission, the attached modification changes the City's Discrimination Policy to protect against sexual preference discrimination.

Submission Date and Time: 5/11/2015 10:38 AM

Department: _____ Prepared by: _____ Attachments: Yes____ No ____ Advertised: _____ Not Required _____ Dates: _____ Attorney Review : Yes____ No ____ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, CREATING ARTICLE II OF CHAPTER 15 OF THE CITY OF LEESBURG CODE OF ORDINANCES; PROHIBITING DISCRIMINATION AGAINST INDIVIDUALS DUE TO RACE, COLOR, RELIGION, NATIONAL ORIGIN, MARITAL STATUS, AGE, GENDER, SEXUAL ORIENTATOIN, GENDER IDENTITY, OR HANDICAP, IN PUBLIC ACCOMMODATIONS, FINANCIAL SERVICES, AND EMPLOYMENT; CREATING LIMITED EXCEPTIONS FOR CERTAIN RELIGIOUS ORGANIZATIONS; PROHIBITING RETALIATION AGAINST PERSONS WHO FILE COMPLAINTS; PROVIDING DEFINITIONS; PROVIDING FOR ENFORCEMENT; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA:

**SECTION I.**

§§15-1 through 15-16, inclusive, of the City of Leesburg Code of Ordinances, are hereby consolidated into what shall henceforth be known as Article I of Chapter 15 of the Code, to be entitled "General Offenses."

**SECTION II.**

Article II of Chapter 15 of the Code is hereby created, to be known as "Antidiscrimination Provisions," to read as follows:

**ARTICLE II. ANTIDISCRIMINATION PROHIBITIONS.**

**Sec. 15-20. - Unlawful Discriminatory Practices in Public Accommodations.**

- (1) Prohibition. It shall be an unlawful discriminatory practice to discriminate or separate on the basis of race, color, religion, national origin, marital status, age, sex, sexual orientation, gender identity or handicap, any place of public accommodation in the City.
- (2) Establishments Covered. A place of public accommodation within the meaning of this Section shall include, but not be limited to, the following establishments which serve the public:
  - a. Any inn, hotel, motel or other establishment which provides lodging to transient guests, other than an establishment located within a building which

contains not more than two units for rent or hire and which is actually occupied by the owner of such establishment as the owner's residence.

- b. Any restaurant, cafeteria, lunchroom, lunch counter, soda fountain or other facility principally engaged in selling food for consumption on the premises, including but not limited to, any such facility located on the premises of any retail establishment, or any gasoline station.
- c. Any bar, lounge, nightclub or other facility principally engaged in selling alcoholic beverages for consumption on the premises, or any facility principally engaged in selling both food and alcoholic beverages for consumption on the premises.
- d. Any motion picture house, theater, concert hall, sports arena, stadium, convention hall or other place of exhibition or entertainment.
- e. Any library or educational facility supported in part or whole by public funds, public conveyance (to include taxis, limousines, and buses), barber and beauty shop, hospital, laundry, swimming pool, nursery, kindergarten or day care center.
- f. Any establishment which is physically located within the premises of any establishment otherwise covered by this Section.
- g. Any establishment within the premises of which is physically located any covered establishment, and which holds itself out as serving patrons of the covered establishment.

(3) Limitations and Exemptions.

- a. The provision of this Section shall not apply to a private club or other establishment not in fact open to the public, except to the extent that the facilities of such establishment are made available to the customers or patrons of such an establishment within the scope of subsection (2) above.
- b. Nothing in this Section shall prohibit a religious organization, association or society, or any non-profit institution or organization, operating, supervised or controlled by or in conjunction with a religious organization, association or society, from limiting facilities and accommodations which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons.
- c. Nothing in this Section shall prohibit the limiting of the use of kindergartens, nurseries, day care centers, theaters and motion picture houses to persons of a particular age group.

**Sec. 15-21. - Unlawful Discriminatory Practices by Financial Institutions.**

It shall be an unlawful discriminatory practice for any person, bank, trust company, private banker, savings bank, industrial bank, savings and loan association, credit union, investment company, mortgage company, insurance company or other financial institution or lender, doing business in the City and if incorporated, regardless of whether incorporated under the laws of the State of Florida, the United States or any other jurisdiction, to whom application is made for financial assistance for the purchase, acquisition, construction,



rehabilitation, repair or maintenance of any housing accommodation, or any officer, agent, or employee thereof:

- (1) To discriminate against any such applicant or applicants because of the race, religion, color, national origin, sex, sexual orientation, gender identity or marital status, of such applicant or applicants or of any member, stockholder, director, officer, or employee of such applicant or applicants, or of the prospective occupants or tenants of such housing accommodation, in the granting, withholding, extending or renewing, or in the fixing of the rates, terms or conditions of any such financial assistance.
- (2) To use any form of application for such financial assistance or to make any record or inquiry in connection with applications for such financial assistance which expresses, directly or indirectly, any limitation, specification or discrimination as to race, religion, color, national origin, sex, sexual orientation, gender identity or marital status.

**Sec. 15-22. - Aiding and Abetting in Discriminatory Practices.**

It shall be an unlawful discriminatory practice for any person to aid, abet, incite, compel or coerce the doing of any of the acts forbidden under this Chapter, or to attempt to do so.

**Sec. 15-23. - Retaliation.**

It shall be an unlawful discriminatory practice for any person engaged in any activity to which this Chapter applies to retaliate or discriminate against any person because he has opposed any practices forbidden under this Chapter or because he has filed a complaint, testified or assisted in any proceeding under this Chapter.

**Sec. 15-24. - Violation of Conciliation Agreement.**

It shall be an unlawful discriminatory practice for any party to a conciliation agreement made pursuant to this Chapter to violate the terms of such agreement.

**Sec. 15-25. - Religious Exception.**

Nothing contained in this Chapter shall be construed to bar any religious or denominational institution or organization, or any organization operated for charitable or educational purposes, which is operated, supervised or controlled by or in connection with a religious organization, from limiting employment or sales or rental of housing accommodations or admission to or giving preference to persons of the same religion or denomination or from making such selection as is calculated by such organization to promote the religious principles for which it is established or maintained, as it may be permitted by State and Federal law, rules and regulations.

**Sec. 15-26. - Unlawful Discriminatory Practices In Employment.**

It shall be an unlawful discriminatory practice:

- (1) For an employer, because of the race, religion, color, national origin, sex, sexual orientation, gender identity, age, handicap or marital status of any individual, to refuse to hire or employ or to bar or to discharge from employment such individual

or to discriminate against such individual in compensation or in terms, conditions or privileges of employment. The addition of "sexual orientation" shall not be deemed to require the extension of any employee benefits to persons who are not married as that term is defined by Florida law.

- (2) For an employment agency to discriminate against any individual because of an individual's race, religion, color, national origin, sex, sexual orientation, gender identity, age, handicap or marital status in receiving, classifying, disposing or otherwise acting upon applications for its services or in referring an applicant or applicants to an employer or employers.
- (3) For a labor organization, because of the race, religion, color, national origin, sex, sexual orientation, gender identity, age, handicap or marital status of any individual, to exclude or to expel from its membership such individual or to discriminate in any way against any of its members or against any employer or any individual employed by any employer.
- (4) For any employer or employment agency to print or circulate or cause to be printed or circulated any statement, advertisement or publication, or to use any form of application for employment or to make any inquiry in connection with perspective employment, which expresses, directly or indirectly, any limitation, specifications or discrimination as to race, religion, color, national origin, sex, sexual orientation, gender identity, age, handicap or marital status or any intent to make any such limitation, specification or discrimination, unless based upon a bona fide occupational qualification.

Nothing contained in this section shall be construed to prohibit discrimination where said discrimination is based on a bona fide occupational qualification reasonably necessary to the normal operation of a particular business or enterprise; nor shall anything in this section be construed to affect the retirement policy or system of any employer where such policy or system is not merely a subterfuge to evade the purposes of this section; nor shall anything in this section be deemed to preclude the varying of insurance coverages according to an employee's age. This bona fide occupational exemption shall be interpreted narrowly.

#### **Sec. 15-27. – Definitions.**

As used in §§15-20 through 15-27 of the Code of Ordinances, the terms listed below shall have the meanings shown:

- (1) "Age." The prohibition against age discrimination shall be limited to individuals who are at least forty (40) years of age.
- (2) The terms "because of sex" or "on the basis of sex" include, but are not limited to, because of or on the basis of pregnancy, childbirth, or related medical conditions; and women affected by pregnancy, childbirth, or related medical conditions shall be treated the same for all employment-related purposes, including receipt of benefits under fringe benefit programs, as other persons not so affected but similar in their ability or inability to work.
- (3) "Employee" means any individual employed by the employer except that neither the term "employee" nor this title includes any individual employed by his or her own parents, spouse or child, nor in the domestic service of any person.

- (4) "Employment agency" means any person regularly undertaking, with or without compensation, to procure employees for an employer or to procure for employees opportunities to work.
- (5) "Employer" means any person who has more than five (5) full-time employees working more than thirty (30) hours per week, or who has more than ten (10) employees irrespective of the number of hours per week, in each of thirteen (13) or more calendar weeks in the current or preceding calendar year, and any agent of such a person.
- (6) The term "family" includes the grandparents, parents, children, brothers, and sisters, whether by marriage or blood, and their spouses and children of either the property owner or spouse of the property owner.
- (7) "Gender Identity" includes actual or perceived sex, and shall also include a person's gender identity, self-image, appearance, expression or behavior, whether or not that gender identity, self-image, appearance, expression or behavior is different from that traditionally associated with the sex assigned to that person at birth.
- (8) "Handicapped persons" or "persons with a disability" mean persons who:
  - a. Have a physical or mental impairment which substantially limits one or more of such persons' major life activities;
  - b. Have a record of such impairment; or
  - c. Are regarded as having such an impairment. A handicapped person does not include any individual who is an alcoholic or drug abuser whose current use of alcohol or drugs prevents such individual from performing the duties of employment, or whose employment, by reason of such current alcohol or drug abuse, would constitute a direct threat to property or the safety of others.
- (9) "Labor organization" means any organization which exists and is constituted for the purpose, in whole or in part, of collective bargaining or of dealing with employers concerning grievances, terms or conditions of employment, or of other mutual aid or protection in connection with employment.
- (10) The term "person" includes one or more individuals, partnerships, associations, corporations, legal representatives, trustees, trustees in bankruptcy, or receivers.
- (11) The term "public accommodation, resort or amusement" shall be as defined in Section 15-20.
- (12) The term "religion" includes all aspects of religious observance and practice, as well as belief, unless an employer demonstrates that it is unable to reasonably accommodate to an employee's or prospective employee's religious observance or practice without undue hardship on the conduct of the employer's business.
- (13) The term "sexual orientation" means the condition of being heterosexual, homosexual or bisexual. This definition is not intended to permit any practice prohibited by federal, state or local law and it is not intended to require or create any special preferences in employment or contracting.
- (14) The term "unlawful discriminatory practice" includes only those practices specified in §§15-20 through 15-26 of the Code of Ordinances.

## **Sec. 15-28. Complaint Procedure.**

Anyone aggrieved by a violation of this Article may file a complaint utilizing the procedure specified below, which shall be processed by the City as indicated:

- (1) A complaint must be filed with the City Manager or the person designated by the City Manager to receive such complaints, within no more than 90 days after the date of the alleged unlawful discriminatory practice.
- (2) The complaint must be in writing, signed by the complainant, verified or affirmed by the complainant, and shall contain the following information:
  1. The name, address and telephone number of the complainant.
  2. The identity and address of the alleged violator.
  3. The date, time, and place of the alleged unlawful discriminatory practice.
  4. A general statement of the facts of the offense, including the basis for the offense (e.g. race, color, religion, national origin, marital status, age, sex, sexual orientation, gender identity or handicap).
- (3) Within fifteen (15) days after the filing of the complaint, the City shall transmit a copy of the same to each alleged violator named therein by certified mail, return receipt requested. Thereupon, the alleged violators may file a written, verified answer to the complaint within twenty (20) days of the date of the receipt of the complaint.
- (4) Within thirty (30) days after the filing of the answer to the complaint, or if no answer is filed, after the date on which the answer was due, the City Manager or designee shall make such investigation as deemed appropriate to ascertain facts and issues. If the City Manager or designee determines there is not probable cause to believe the alleged discriminatory practice occurred, the City Manager or designee shall take no further action with respect to the alleged offense. If the investigation determines there are reasonable grounds to believe a violation has occurred, the City Manager or designee shall attempt to conciliate the matter by methods of initial conference and persuasion with all interested parties and such representatives as the parties may choose to assist them. Conciliation conferences shall be informal and nothing said or done in the course of the informal conference with the individuals to resolve the dispute may be public or used as evidence in a subsequent proceeding by either party without the written consent of both the complainant and the alleged violator(s).
- (5) If the parties desire to conciliate, the terms of the conciliation shall be reduced to writing and must be signed and verified by the complainant and alleged violator(s), and approved by the City Manager or designee. The conciliation agreement shall be for conciliation purposes only and shall not constitute an admission by any party that Article II, Chapter 15, has been violated.
- (6) If the parties are unable to resolve the complaint after the parties, in good faith, have attempted conciliation; the City Manager or designee shall notify both the complainant and the alleged violator(s) within thirty (30) days after determination the complaint cannot be resolved amicably, and shall issue written confirmation the initial investigation into the complaint did find probable cause to believe the violation occurred, which shall be furnished to both the complainant and the alleged

violator(s). Thereafter the complainant may pursue any remedy provided by State or Federal law.

- (7) The procedure prescribed by this Article does not constitute an administrative prerequisite to another action or remedy available under other provisions of State or Federal law. Nothing in this article shall be deemed to modify, impair or otherwise affect any right or remedy conferred by the Constitution or laws of the United States or the State of Florida, and the provisions of this Article shall be supplemental to any remedies provided by such other laws.

### **SECTION III.**

If any section, subsection, sentence, clause or phrase of this Article is for any reason held illegal, invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decision shall not affect the validity of the remaining portions hereof. The City Commission hereby declares that it would have passed this Article and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared illegal, invalid or unconstitutional, unless severance of the invalidated portion would destroy the overall intent and effectiveness of this Article.

### **SECTION IV.**

All existing ordinances in conflict with this Article are hereby repealed.

### **SECTION V.**

This Ordinance shall take effect immediately upon its passage and adoption according to law.

**PASSED AND ADOPTED** at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

THE CITY OF LEESBURG, FLORIDA

BY: \_\_\_\_\_  
ELISE DENNISON, Mayor

Attest: \_\_\_\_\_  
ANDI PURVIS, City Clerk





# AGENDA MEMORANDUM

Item No: 5E.  
Meeting Date: May 11, 2015  
From: Al Minner, City Manager  
Subject: Fair Housing Policy Modification

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## Staff Recommendation:

Approve attached ordinance on first reading and set public hearing and second reading.

## Analysis:

Pursuant to a request by the City Commission, the attached ordinance modifies the City's Fair Housing Policy to include a statement against discrimination based on sexual preference.

Submission Date and Time: 5/11/2015 10:38 AM

Department: _____ Prepared by: _____ Attachments: Yes____ No____ Advertised: _____ Not Required _____ Dates: _____ Attorney Review : Yes____ No____ _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING §§7-232, 7-233, AND 7-234 OF THE CODE OF ORDINANCES, PERTAINING TO FAIR HOUSING, TO ADD SEXUAL ORIENTATION AND GENDER IDENTITY TO THE CATEGORIES PROTECTED FROM DISCRIMINATION; ADDING DEFINITIONS OF THOSE TERMS TO THE ORDINANCE; REPEALING CONFLICTING ORDINANCES; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA:

**SECTION I.**

§7-232 of the Code of Ordinances of the City of Leesburg, Florida, is hereby amended as shown below (deletions are ~~stricken through~~ and additions are underlined):

**Sec. 7-232. - Declaration of policy.**

It is the policy of the City of Leesburg, in keeping with the laws of the United States of America and the spirit of the Constitution of the State of Florida, to promote through fair, orderly and lawful procedure the opportunity for each person so desiring to obtain housing of such person's choice of this city, without regard to race, color, ancestry, national origin, religion, sex, marital status, sexual orientation, gender identity, familial status, handicap or age, and, to that end, to prohibit discrimination in housing by any person.

**SECTION II.**

§7-233 of the Code of Ordinances of the City of Leesburg, Florida, is hereby amended as shown below (deletions are ~~stricken through~~ and additions are underlined):

**Sec. 7-233. - Definitions.**

The terms as used herein shall be defined as follows:

Administrator: That person appointed by the city manager pursuant to section 7-236 hereof.

Age: Unless the context clearly indicates otherwise, the word "age" as used herein shall refer exclusively to persons who are eighteen (18) years of age or older.

Discriminatory housing practices: An act that is unlawful under section 7-234 hereof.

Family: One (1) or more persons living together as a single housekeeping unit in a dwelling.

Gender identity includes actual or perceived gender, and shall also include a person's gender identity, self-image, appearance, expression or behavior, whether or not that gender identity, self-image, appearance, expression or behavior is different from that traditionally associated with the sex assigned to that person at birth.

Housing or housing accommodation: Any building, structure, or portion thereof, mobile home or trailer, or other facility which is occupied as, or designed or intended for occupancy as, a residence by one (1) or more families, and any vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure, or portion thereof, mobile home or trailer or other facility.

Lending institution: Any bank, insurance company, savings and loan association or any other person or organization regularly engaged in the business of lending money, guaranteeing loans, or sources of credit information, including, but not limited to credit bureaus.

Owner: Any person, including, but not limited to a lessee, sublessee, assignee, manager, or agent, and also including the City of Leesburg, and its departments or other sub-units, having the right of ownership or possession or the authority to sell or lease any housing accommodation.

Person: One (1) or more individuals, corporations, partnerships, associations, labor organizations, legal representatives, mortgage companies, joint stock companies, trusts, unincorporated organizations, or public corporations, including, but not limited to the City of Leesburg or any department or sub-unit thereof.

Real estate agent: Any real estate broker, any real estate salesman, or any other person, employee, agent, or otherwise, engaged in the management of any real property.

Real estate broker or salesman: A person, whether licensed or not, who, for or with the expectation of receiving a consideration, lists, sells, purchases, exchanges, rents, or leases real property, or who negotiates or attempts to negotiate any of these activities, or who holds himself or herself out as engaged in these activities, or who negotiates or attempts to negotiate a loan secured or to be secured by mortgage or other encumbrance upon real property, or who is engaged in the business of listing real property in a publication; or a person employed by or acting on behalf of any of these.

Real estate transaction: Includes the sale, purchase, exchange, rental, or leases of real property, and any contract pertaining thereto.

Rent: Includes leases, subleases, assignment and/or rental, including any contract to do any of the foregoing, or otherwise granting for a consideration the right to occupy premises that are not owned by the occupant.

Respondent: Any person against whom a complaint is filed pursuant to this article.

Sale: Includes any contract to sell, exchange or to convey, transfer or assign legal or equitable title to, or a beneficial interest in, real property.

Sexual orientation means the condition of being heterosexual, homosexual or bisexual. This definition is not intended to permit any practice prohibited by federal, state or local law and it is not intended to require or create any special preferences in employment or contracting.

### SECTION III.

§7-234 of the Code of Ordinances of the City of Leesburg, Florida, is hereby amended as shown below (deletions are ~~stricken through~~ and additions are underlined):

#### **Sec. 7-234. - Unlawful housing practices.**

- (1) Sale or rental and advertising in connection therewith. Except as provided in section 7-235 hereof, it shall be unlawful and a discriminatory housing practice for an owner, or any other person engaging in a real estate transaction, or for a real estate broker, as defined in this article, because of race, color, ancestry, national origin, religion, sex, gender identity, sexual orientation, marital status, familial status, handicap or age:
  - (a) To refuse to engage in a real estate transaction with a person or to otherwise make unavailable or deny housing to any person.
  - (b) To discriminate against a person in the terms, conditions, or privileges of a real estate transaction or in the furnishing of facilities or services in connection therewith.
  - (c) To refuse to receive or to fail to transmit a bona fide offer to engage in a real estate transaction from a person.
  - (d) To refuse to negotiate for a real estate transaction with a person.
  - (e) To represent to a person that housing is not available for inspection, sale, rental, or lease when, in fact, it is so available, or to fail to bring a property listing to such person's attention, or to refuse to permit him or her to inspect the housing.
  - (f) To steer any person away from or to any housing.
  - (g) To make, print, publish, circulate, post or mail, or cause to be made, printed, published or circulated, any notice, statement, advertisement, or sign, or to use a form of application or photograph for a real estate transaction, or, except in connection with a written affirmative action plan, to make a record of oral or written inquiry in connection with a prospective real estate transaction, which indicates directly or indirectly an intent to make a limitation, specification, or discrimination with respect thereto.
  - (h) To offer, solicit, accept, use or retain a listing of housing with the understanding that a person may be discriminated against in a real estate transaction or in the furnishing of facilities or services in connection therewith.
  - (i) To induce or attempt to induce any person to transfer an interest in any housing by representations regarding the existing or potential proximity of housing owned, used or occupied by any person protected by the terms of this article.

- (j) To make any misrepresentations concerning the listing for sale or rental, or the anticipated listing for sale or rental, of the sale or rental or any housing in any area in the City of Leesburg for the purpose of inducing or attempting to induce any such listing or any of the above transactions.
- (k) To retaliate or discriminate in any manner against any person because of such person opposing a practice declared unlawful by this ordinance, or because he or she has filed a complaint, testified, assisted, or participated in any manner in any investigation, proceeding or conference under this article.
- (l) To aid, abet, incite, compel or coerce any person to engage in any of the practices prohibited by the provisions of this ordinance, or to obstruct or prevent any person from complying with the provisions of this ordinance, or any conciliation agreement entered into thereunder.
- (m) By canvassing to compel any unlawful practices prohibited by the provisions of this article.
- (n) Otherwise to deny to, or withhold, any housing accommodations from a person.
- (o) To promote, induce, influence or attempt to promote, induce or influence by the use of postal cards, letters, circulars, telephone, visitation or any other means, directly or indirectly, a property owner, occupant, or tenant to list for sale, sell, remove from, lease, assign, transfer, or otherwise dispose of any housing by referring as a part of a process or pattern of indicating neighborhood unrest, community tension, or fear of racial, color, religious, nationality or ethnic change in any street, block, neighborhood, or any other area, to the race, color, religion, gender identity, sexual orientation, neighbors, tenants, or other prospective buyers of any housing.
- (p) To place a sign or display any other device either purporting to offer for sale, lease, assignment, transfer or other disposition or tending to lead to the belief that a bona fide offer is being made to sell, lease, assign, transfer or otherwise dispose of any housing that is not in fact available or offered for sale, lease, assignment, transfer or other disposition.
- (2) Financing. It shall be unlawful and a discriminatory housing practice for any lending institution to deny a loan or other financial assistance to a person applying therefor for the purposes of purchasing, constructing, improving, repairing, or maintaining housing, or to discriminate against such person in the fixing of the amount, interest rate, duration, or other terms or conditions of such loan or other financial assistance, because of the race, color, ancestry, national origin, religion, sex, gender identity, sexual orientation, marital status, familial status, handicap or age of such person or of any person associated with such person in connection with such loan or other assistance, or of the present or prospective owners, lessees, tenants, or occupants of the housing in relation to which such loan or other financial assistance is to be made or given; provided that nothing contained in this subsection shall impair the scope or effectiveness of the exceptions contained in section 7-235
- (3) Brokerage services. It shall be unlawful and a discriminatory housing practice to deny any person access to or membership or participation in any multiple



listing service, real estate brokers organization or other service, organization, or facility related to the business of selling, or renting housing, or to discriminate against such person in the terms or conditions of such access, membership or participation because of race, color, ancestry, national origin, religion, sex, gender identity, sexual orientation, marital status, familial status or age.

#### **SECTION IV.**

All ordinances or part of ordinances which are in conflict with this Ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinance, in which case those ordinances so affected shall be hereby repealed in their entirety.

#### **SECTION V.**

If any portion of this Ordinance is declared invalid or unenforceable, and to the extent that it is possible to do so without destroying the overall intent and effect of this Ordinance, the portion deemed invalid or unenforceable shall be severed herefrom and the remainder of the ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

#### **SECTION VI.**

This Ordinance shall become effective upon its passage and adoption according to law.

**PASSED AND ADOPTED** at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

THE CITY OF LEESBURG, FLORIDA

BY: \_\_\_\_\_  
ELISE DENNISON, Mayor

Attest: \_\_\_\_\_  
ANDI PURVIS, City Clerk



# AGENDA MEMORANDUM

**Item No:** 5F.

**Meeting Date:** May 11, 2015

**From:** William Spinelli, Finance Director, CPA

**Subject:** Resolution approving the expansion eligibility for Retiree Health Insurance

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**Staff Recommendation:**

Staff recommends amendment of Resolutions 9409, 4152 and 4846 modifying eligibility for health insurance for retirees.

**Analysis:**

The City is continuing to work on the sustainability plan with the City of Leesburg Fire department. The fire department has employees who are willing to retire in the next several months.

This resolution would allow anyone meeting the criteria to receive healthcare benefits. City management does not foresee anyone else taking advantage of extending the dates of the City providing healthcare costs to the employee.

**Fiscal Impact:**

The additional potential healthcare cost would be  $\$400 * 12 = 4,800$  per employee. There are three potential employees. If all three employees take advantage of the healthcare resolution the City will be saving approximately \$200,000 per year. Two of the three positions will be eliminated from the City's annual budget.

**Options:**

1. Approve the Health Care Resolution. (Recommended)
2. Such alternative action as the Commission may deem appropriate

**Submission Date and Time:** 5/11/2015 10:38 AM

Department: <u>Finance</u> Prepared by: <u>William Spinelli</u> Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input type="checkbox"/> Dates: _____  Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____  Submitted by: City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. \_\_\_\_\_

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING A WINDOW OF EXPANDED RETIREE HEALTH INSURANCE ELIGIBILITY TO EMPLOYEES ELIGIBLE FOR EARLY RETIREMENT, TO EXTEND THE DATE BY WHICH AN EMPLOYEE MAY RETIRE IN ORDER TO TAKE ADVANTAGE OF THE EXPANDED ELIGIBILITY; ESTABLISHING A SCHEDULE OF AGE AND YEARS OF SERVICE WHICH RETIRING EMPLOYEES MUST ATTAIN TO TAKE ADVANTAGE OF THE BENEFITS GRANTED BY THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

**THAT** any employee, currently eligible to retire under the City's retirement plans, who elects to provide the City with notice of his or her intention to retire, which notice must be provided to Human Resources no later than the end of the business day on October 31, 2015, and whose last day of service (date of retirement) is on or before December 31, 2015, shall have the privilege of remaining in the City's group health plan after retiring and the premiums for such insurance shall be paid by the City, up to a maximum monthly cost of \$400, based on the employee's age and years of service at the time of retirement, as shown in the following schedule:

Age 58, with 15 years of continuous service

Age 57, with 20 years of continuous service

Age 56, with 20 years of continuous service

Age 55, with 21 years of continuous service

Age 54, with 22 years of continuous service

Age 53, with 23 years of continuous service

Age 52, with 24 years of continuous service

Ages 51-50, with 25 years of continuous service

If the employee has the years of service set forth above, but has not reached the age set forth above (thus they are not eligible for the City to pay the premium) and the employee retires by the deadlines stated in this resolution, and thereafter pays the prevailing monthly premium for him or herself until reaching the age set forth in this schedule, upon attaining that age the City will assume the cost, again limited to a maximum monthly cost of \$400, from then on.

**THAT** the payment of premiums for dependent coverage remains the responsibility of the employee and similarly all other provisions of the City's policy as established in Resolution No 9409, as subsequently amended, remain in full force and effect, including the fact that should the employee become subsequently employed and eligible for group insurance with another employer, the coverage with the City's group plan shall be terminated permanently.

**THIS RESOLUTION** shall become effective immediately upon its passage and adoption in accordance with applicable law.

**PASSED AND ADOPTED** at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 11th day of May, 2015.

THE CITY OF LEESBURG, FLORIDA

BY: \_\_\_\_\_  
ELISE A. DENNISON, Mayor

Attest: \_\_\_\_\_  
J. ANDI PURVIS, City Clerk

# Miscellaneous Accounts Receivable Customers with City Attorney

Prepared by Finance

April 16, 2015

Customer Name		Description	Amount Unpaid	Billed Date	
ACCOUNTS CURRENTLY WITHOUT RESOLUTION					
RECOMMENDATIONS:		ATTORNEYS NOTES			
001 FUND					
FTB Sports/Bert Holloway	attorney for collection	Civil Suit Filed 10/11/11	Sleepy Hollow Field Rental	\$ 6,313.00	10/14/2011 -
All Terrain Lawn & Tractor	attorney for collection		AD Valorem Taxes/City Property Rent	\$ 10,199.54	11/1/2010
			Subtotal 001 Fund	\$ 16,512.54	
043 Fund					
Legacy Comm Dev	attorney for collection		Impact Fees + Interest	\$ 15,486.91 *	10/22/2008 -
				\$ 15,486.91	
044 FUND					
Legacy Comm Dev	attorney for collection		Impact Fees + Interest	\$ 36,136.13 *	10/22/2008 -
				\$ 36,136.13	

\* Total for Legacy Water Impact Fees plus interest is \$15,486.91

\* Total for Legacy Wastewater Impact Fees plus interest is \$36,136.13

\* Total for Legacy \$51,623.04



**CURRENTLY MAKING PAYMENTS**

ATTORNEYS NOTES					Date of Last Pymt	
001 FUND						
Barker, Jennifer	\$50 per month per email from Jay Evans	Educational Funding Reimb	\$	1,976.08	10/1/2007	4/2/2015
Subtotal 001 Fund			\$	1,976.08		
041 FUND						
Bassette, Gerald	\$20 per month agreement with Finance	Damage to City Property	\$	175.00	8/1/2012	2/10/2015
Frazier, James	\$100 per month agreement with Finance	Reimb Apprentice	\$	2,148.89	6/5/2014	4/13/2015
			\$	2,323.89		

**CURRENTLY WORKED BY PROVIDING DEPARTMENT OR FINANCE****041 FUND**

PAM Transport	Working with Accounting	Damage to City Property	\$ 4,067.80
Rentler, Tyler	Letter sent 3/23/2015	Damage to City Property	\$ 2,984.08
			<b>\$ 7,051.88</b>

**048 FUND**

Triangle Aviation	Sent Letter 3/23/2015	Airport Hanger Rental and Taxes	\$ 1,791.96
			<b>\$ 1,791.96</b>

<b>001 FUND TOTAL</b>	<b>\$</b>	<b>18,488.62</b>		
<b>041 FUND TOTAL</b>	<b>\$</b>	<b>9,375.77</b>		
<b>43 FUND TOTAL</b>	<b>\$</b>	<b>15,486.91</b>		
<b>044 FUND TOTAL</b>	<b>\$</b>	<b>36,136.13</b>		
<b>048 Fund Total</b>	<b>\$</b>	<b>1,791.96</b>		
	<b>\$</b>	<b>81,279.39</b>		
			Total	<b>\$ 81,279.39</b>

**Expected write offs as of September 30, 2015**

Every September the Finance Director informs the Commission the dollar amount of customer accounts to be written off. Listed below are the amounts for the prior fiscal years and how the City is trending for fiscal year 2014 and 2015.

Fiscal Year	Projected Written Off	Actual Written Off	Add'l Amount Collected
2015	\$ 233,975		
2014	\$ 292,507		
2013	262,576	258,246	(4,329)
2012	280,544 *	216,319	(64,225)
2011	380,227 *	341,414	(38,813)
2010	586,949 *	481,948	(105,001)
2009	681,622 *	598,787	(82,835)
2008	467,183 *	437,240	(29,943)
2007	373,550		
2006	380,289		

**Fiscal year 2014- Month by Month  
10/01/13- 09/30/14**

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ 18,201	2	80	747.49	208.82
November	15,186	2	49	190.70	302.13
December	48,563	2	141	2,564.92	308.03
January	37,184	3	105	872.00	329.00
February	32,057	4	71	2,971.99	284.07
March	30,104	2	83	104.94	360.17
April	16,172	1	70	230.62	277.74
May	27,259	5	81	249.99	321.10
June	21,994	2	62	2,063.38	288.17
July	18,223	4	54	862.48	273.57
August	10,891	3	45	315.00	220.00
September	16,673	3	63	271.26	251.70
Accounts to be written off*	\$ 292,507	33	904		
Prior Yr to Date	\$ 262,576	29	859		
difference	\$ 29,932	4	45		

\* Amounts may change as collections and adjustments occur through out the year

**Fiscal year 2015 Month by Month  
10/01/14- 09/30/15**

Month	Amount Written Off	Number of Accounts		Average Account Balance	
		Commercial	Residential	Commercial	Residential
October	\$ 21,833	13	87	236.50	215.61
November	25,606	5	81	533.99	283.17
December	* 93,396	4	241	185.21	304.46
January	33,076	1	104	253.62	321.12
February	38,508	3	112	319.76	335.25
March	21,556	1	81	529.82	266.12
April	-	0	0	0.00	0.00
May	-	0	0	0.00	0.00
June	-	0	0	0.00	0.00
July	-	0	0	0.00	0.00
August	-	0	0	0.00	0.00
September	-	0	0	0.00	0.00
Accounts to be written off*	\$ 233,975	27	706		
Prior Yr to Date	\$ 181,295	15	529		
difference	\$ 52,680	12	177		

\*This is higher due to the back log in billing from August thur October in the final bill processing.

**City of Leesburg, Florida**  
**Report of Receipts and Disbursements by Fund**  
**For the Period Beginning On October 1, 2014 and Ending on March 31, 2015**

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts				Budget Balance
		Revenues Amount	Non-Revenue Receipts * Amount	Total Receipts Amount	Percentage	
001 <b>General Fund</b>	\$ 23,105,520	\$ 7,613,345.88	\$ 4,911,669.07	\$ 12,525,014.95	54.21%	\$ 10,580,505.05
<b>Special Revenue Funds</b>						
013 Housing Assistance	139,342	69,189.45	-	69,189.45	49.65%	70,152.55
021 Debt Service Fund	2,134,609	0.01	2,483,698.52	2,483,698.53	116.35%	(349,089.53)
031 Capital Projects Fund	2,257,408	(346.38)	526,776.40	526,430.02	23.32%	1,730,977.98
132 Local Option Sales Tax	1,774,229	733,198.12	101,857.50	835,055.62	47.07%	939,173.38
121 Police Forfeiture Fund	-	19,447.37	-	19,447.37	0.00%	(19,447.37)
122 Police Education Fund	12,000	3,749.86	-	3,749.86	31.25%	8,250.14
133 Gas Tax	923,993	385,691.31	-	385,691.31	41.74%	538,301.69
141 Police Impact Fees	15,194	15,802.93	-	15,802.93	104.01%	(608.93)
142 Fire Impact Fees	-	15,147.32	-	15,147.32	0.00%	(15,147.32)
143 Recreation Impact Fees	25,079	20,179.39	-	20,179.39	80.46%	4,899.61
151 Building Fund	700,640	339,944.56	5,460.00	345,404.56	49.30%	355,235.44
<b>Community Redevelopment Agencies</b>						
016 Greater Leesburg CRA Fund	1,645,480	455,042.81	1,000,000.00	1,455,042.81	88.43%	190,437.19
017 Carver Heights CRA Fund	1,217,659	181,884.52	-	181,884.52	14.94%	1,035,774.48
018 Highway 27/441 CRA Fund	867,286	5,058.73	-	5,058.73	0.58%	862,227.27
<b>Total General Governmental Funds</b>	<b>34,818,439</b>	<b>9,857,335.88</b>	<b>9,029,461.49</b>	<b>18,886,797.37</b>	<b>54.24%</b>	<b>15,931,641.63</b>
<b>Enterprise Funds</b>						
014 Stormwater Utility Fund	3,452,766	726,994.42	-	726,994.42	21.06%	2,725,771.58
041 Electric Utility Fund	76,491,250	27,358,100.28	71,291.68	27,429,391.96	35.86%	49,061,858.04
042 Gas Utility Fund	10,287,074	4,098,549.45	-	4,098,549.45	39.84%	6,188,524.55
043 Water Utility Fund	14,094,550	3,436,267.91	29,074.78	3,465,342.69	24.59%	10,629,207.31
044 Wastewater Utility Fund	12,050,038	5,074,077.66	-	5,074,077.66	42.11%	6,975,960.34
045 Communications Utility Fund	2,381,074	840,572.48	-	840,572.48	35.30%	1,540,501.52
046 Sanitation Services Fund	3,868,381	1,842,502.02	-	1,842,502.02	47.63%	2,025,878.98
<b>Internal Service Funds</b>						
064 Health Insurance Fund	5,820,868	2,673,007.98	-	2,673,007.98	45.92%	3,147,860.02
065 Workers' Compensation Insurance Fund	532,509	286,082.57	-	286,082.57	53.72%	246,426.43
066 Risk Management Fund	656,716	651,382.39	-	651,382.39	99.19%	5,333.61
510 Fleet Maintenance Fund	2,932,902	986,279.94	-	986,279.94	33.63%	1,946,622.06
<b>Pension Trust Funds</b>						
061 Municipal Police Retirement Trust Fund	1,258,249	322,038.97	-	322,038.97	25.59%	936,210.03
062 Municipal Firemen's Retirement Trust Fund	1,345,479	607,802.10	-	607,802.10	45.17%	737,676.90
063 General Employees' Retirement Fund	2,561,233	1,138,621.83	-	1,138,621.83	44.46%	1,422,611.17
<b>Total All Funds</b>	<b>\$ 172,551,528</b>	<b>\$ 59,899,615.88</b>	<b>\$ 9,129,827.95</b>	<b>\$ 69,029,443.83</b>	<b>40.01%</b>	<b>\$ 103,522,084.17</b>

\* Interfund Transfers & Developer Contributions

**City of Leesburg, Florida**  
**Report of Receipts and Disbursements by Fund**  
**For the Period Beginning On October 1, 2014 and Ending on March 31, 2015**

Prepared by: Finance Department

Fund Name	Disbursements			Budget Balance	Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage		
<b><u>General Fund</u></b>	\$ 23,105,520	\$ 10,826,613.28	46.86%	\$ 12,278,906.72	\$ 1,698,401.67
<b><u>Special Revenue Funds</u></b>					
Housing Assistance	139,342	32,046.89	23.00%	107,295.11	37,142.56
Debt Service Fund	2,134,609	1,840,977.06	86.24%	293,631.94	642,721.47
Capital Projects Fund	2,257,408	526,776.40	23.34%	1,730,631.60	(346.38)
Local Option Sales Tax	1,774,229	1,062,669.13	59.89%	711,559.87	(227,613.51)
Police Forfeiture Fund	-	16,755.87	0.00%	(16,755.87)	2,691.50
Police Education Fund	12,000	3,904.70	32.54%	8,095.30	(154.84)
Gas Tax	923,993	205,154.01	22.20%	718,838.99	180,537.30
Police Impact Fees	15,194	989.09	6.51%	14,204.91	14,813.84
Fire Impact Fees	-	1,040.00	0.00%	(1,040.00)	14,107.32
Recreation Impact Fees	25,079	993.09	3.96%	24,085.91	19,186.30
Building Fund	700,640	229,085.31	32.70%	471,554.69	116,319.25
<b><u>Community Redevelopment Agencies</u></b>					
Greater Leesburg CRA Fund	1,645,480	635,270.75	38.61%	1,010,209.25	819,772.06
Carver Heights CRA Fund	1,217,659	46,065.29	3.78%	1,171,593.71	135,819.23
Highway 27/441 CRA Fund	867,286	369,288.54	42.58%	497,997.46	(364,229.81)
<b><u>Total General Governmental Funds</u></b>	<b>34,818,439</b>	<b>15,797,629.41</b>	<b>45.37%</b>	<b>19,020,809.59</b>	<b>3,089,167.96</b>
<b><u>Enterprise Funds</u></b>					
Stormwater Utility Fund	3,452,766	394,679.94	11.43%	3,058,086.06	332,314.48
Electric Utility Fund	76,491,250	27,360,693.20	35.77%	49,130,556.80	68,698.76
Gas Utility Fund	10,287,074	4,321,586.14	42.01%	5,965,487.86	(223,036.69)
Water Utility Fund	14,094,550	3,310,552.63	23.49%	10,783,997.37	154,790.06
Wastewater Utility Fund	12,050,038	4,211,564.53	34.95%	7,838,473.47	862,513.13
Communications Utility Fund	2,381,074	763,830.05	32.08%	1,617,243.95	76,742.43
Sanitation Services Fund	3,868,381	1,926,680.86	49.81%	1,941,700.14	(84,178.84)
<b><u>Internal Service Funds</u></b>					
Health Insurance Fund	5,820,868	2,904,624.37	49.90%	2,916,243.63	(231,616.39)
Workers' Compensation Insurance Fund	532,509	232,738.37	43.71%	299,770.63	53,344.20
Risk Management Fund	656,716	649,069.57	98.84%	7,646.43	2,312.82
Fleet Maintenance Fund	2,932,902	971,728.76	33.13%	1,961,173.24	14,551.18
<b><u>Pension Trust Funds</u></b>					
Municipal Police Retirement Trust Fund	1,258,249	416,673.85	33.12%	841,575.15	(94,634.88)
Municipal Firemen's Retirement Trust Fund	1,345,479	519,900.03	38.64%	825,578.97	87,902.07
General Employees' Retirement Fund	2,561,233	1,197,776.87	46.77%	1,363,456.13	(59,155.04)
<b>Total All Funds</b>	<b>\$ 172,551,528</b>	<b>\$ 64,979,728.58</b>	<b>37.66%</b>	<b>\$ 107,571,799.42</b>	<b>\$ 4,049,715.25</b>

**City of Leesburg, Florida**  
**Report of Receipts and Disbursements by Fund**  
**For the Period Beginning On October 1, 2013 and Ending on March 31, 2014**

Prepared by: Finance Department

Fund Name	Adopted Budget	Receipts				Budget Balance
		Revenues Amount	Non-Revenue Receipts * Amount	Total Receipts Amount	Percentage	
001 <b>General Fund</b>	\$ 24,451,141	\$ 8,050,514.81	\$ 5,023,478.34	\$ 13,073,993.15	53.47%	\$ 11,377,147.85
<b><u>Special Revenue Funds</u></b>						
013 Housing Assistance	-	148,732.63	-	148,732.63	0.00%	(148,732.63)
021 Debt Service Fund	2,559,717	-	1,637,097.10	1,637,097.10	63.96%	922,619.90
031 Capital Projects Fund	4,373,272	1,781.00	240,003.92	241,784.92	5.53%	4,131,487.08
132 Local Option Sales Tax	1,728,893	681,572.22	-	681,572.22	39.42%	1,047,320.78
121 Police Forfeiture Fund	3,748	26,344.15	-	26,344.15	702.89%	(22,596.15)
122 Police Education Fund	12,000	2,798.39	-	2,798.39	23.32%	9,201.61
133 Gas Tax	944,821	322,209.78	-	322,209.78	34.10%	622,611.22
141 Police Impact Fees	15,131	3,840.92	-	3,840.92	25.38%	11,290.08
142 Fire Impact Fees	-	4,933.10	-	4,933.10	0.00%	(4,933.10)
143 Recreation Impact Fees	100,000	8,101.72	-	8,101.72	8.10%	91,898.28
151 Building Fund	430,064	281,295.56	2,440.00	283,735.56	65.98%	146,328.44
<b><u>Community Redevelopment Agencies</u></b>						
016 Greater Leesburg CRA Fund	1,642,910	319,554.63	-	319,554.63	19.45%	1,323,355.37
017 Carver Heights CRA Fund	1,894,282	384,550.57	-	384,550.57	20.30%	1,509,731.43
018 Highway 27/441 CRA Fund	867,499	(57,579.37)	-	(57,579.37)	-6.64%	925,078.37
<b>Total General Governmental Funds</b>	<b>39,023,478</b>	<b>10,178,650.11</b>	<b>6,903,019.36</b>	<b>17,081,669.47</b>	<b>43.77%</b>	<b>21,941,808.53</b>
<b><u>Enterprise Funds</u></b>						
014 Stormwater Utility Fund	2,946,773	712,339.47	-	712,339.47	24.17%	2,234,433.53
041 Electric Utility Fund	78,343,613	27,529,040.44	66,998.51	27,596,038.95	35.22%	50,747,574.05
042 Gas Utility Fund	11,024,021	4,435,111.47	251.49	4,435,362.96	40.23%	6,588,658.04
043 Water Utility Fund	12,947,644	3,377,766.12	20,726.26	3,398,492.38	26.25%	9,549,151.62
044 Wastewater Utility Fund	12,139,044	4,842,143.59	-	4,842,143.59	39.89%	7,296,900.41
045 Communications Utility Fund	2,331,954	827,147.35	-	827,147.35	35.47%	1,504,806.65
046 Sanitation Services Fund	3,657,224	1,789,754.41	-	1,789,754.41	48.94%	1,867,469.59
<b><u>Internal Service Funds</u></b>						
064 Health Insurance Fund	5,911,481	2,499,305.28	-	2,499,305.28	42.28%	3,412,175.72
065 Workers' Compensation Insurance Fund	675,847	262,138.64	-	262,138.64	38.79%	413,708.36
066 Risk Management Fund	836,806	656,812.24	158,689.00	815,501.24	97.45%	21,304.76
510 Fleet Maintenance Fund	3,345,005	1,516,339.06	-	1,516,339.06	45.33%	1,828,665.94
<b><u>Pension Trust Funds</u></b>						
061 Municipal Police Retirement Trust Fund	1,352,562	1,500,632.91	-	1,500,632.91	110.95%	(148,070.91)
062 Municipal Firemen's Retirement Trust Fund	1,464,990	892,281.11	-	892,281.11	60.91%	572,708.89
063 General Employees' Retirement Fund	2,700,196	1,831,409.01	-	1,831,409.01	67.83%	868,786.99
<b>Total All Funds</b>	<b>\$ 178,700,638</b>	<b>\$ 62,850,871.21</b>	<b>\$ 7,149,684.62</b>	<b>\$ 70,000,555.83</b>	<b>39.17%</b>	<b>\$ 108,700,082.17</b>

\* Interfund Transfers & Developer Contributions



**City of Leesburg, Florida**  
**Report of Receipts and Disbursements by Fund**  
**For the Period Beginning On October 1, 2013 and Ending on March 31, 2014**

Prepared by: Finance Department

Fund Name	Disbursements			Budget Balance	Excess of Receipts Over (Under) Disbursements
	Adopted Budget	Amount	Percentage		
<b><u>General Fund</u></b>	\$ 24,451,141	\$ 10,656,384.65	43.58%	\$ 13,794,756.35	\$ 2,417,608.50
<b><u>Special Revenue Funds</u></b>					
Housing Assistance	-	161,869.23	0.00%	(161,869.23)	(13,136.60)
Debt Service Fund	2,559,717	2,109,630.86	82.42%	450,086.14	(472,533.76)
Capital Projects Fund	4,373,272	577,264.76	13.20%	3,796,007.24	(335,479.84)
Local Option Sales Tax	1,728,893	804,785.55	46.55%	924,107.45	(123,213.33)
Police Forfeiture Fund	3,748	7,350.01	196.10%	(3,602.01)	18,994.14
Police Education Fund	12,000	7,169.02	59.74%	4,830.98	(4,370.63)
Gas Tax	944,821	10,417.18	1.10%	934,403.82	311,792.60
Police Impact Fees	15,131	444.17	2.94%	14,686.83	3,396.75
Fire Impact Fees	-	420.00	0.00%	(420.00)	4,513.10
Recreation Impact Fees	100,000	469.96	0.47%	99,530.04	7,631.76
Building Fund	430,064	200,840.66	46.70%	229,223.34	82,894.90
<b><u>Community Redevelopment Agencies</u></b>					
Greater Leesburg CRA Fund	1,642,910	185,842.38	11.31%	1,457,067.62	133,712.25
Carver Heights CRA Fund	1,894,282	451,528.71	23.84%	1,442,753.29	(66,978.14)
Highway 27/441 CRA Fund	867,499	345,027.35	39.77%	522,471.65	(402,606.72)
<b><u>Total General Governmental Funds</u></b>	<b>39,023,478</b>	<b>15,519,444.49</b>	<b>39.77%</b>	<b>23,504,033.51</b>	<b>1,562,224.98</b>
<b><u>Enterprise Funds</u></b>					
Stormwater Utility Fund	2,946,773	424,313.42	14.40%	2,522,459.58	288,026.05
Electric Utility Fund	78,343,613	27,970,923.94	35.70%	50,372,689.06	(374,884.99)
Gas Utility Fund	11,024,021	4,804,270.73	43.58%	6,219,750.27	(368,907.77)
Water Utility Fund	12,947,644	3,479,938.74	26.88%	9,467,705.26	(81,446.36)
Wastewater Utility Fund	12,139,044	4,483,577.57	36.94%	7,655,466.43	358,566.02
Communications Utility Fund	2,331,954	791,327.91	33.93%	1,540,626.09	35,819.44
Sanitation Services Fund	3,657,224	1,800,555.16	49.23%	1,856,668.84	(10,800.75)
<b><u>Internal Service Funds</u></b>					
Health Insurance Fund	5,911,481	2,189,208.44	37.03%	3,722,272.56	310,096.84
Workers' Compensation Insurance Fund	675,847	262,103.32	38.78%	413,743.68	35.32
Risk Management Fund	836,806	656,649.59	78.47%	180,156.41	158,851.65
Fleet Maintenance Fund	3,345,005	991,758.95	29.65%	2,353,246.05	524,580.11
<b><u>Pension Trust Funds</u></b>					
Municipal Police Retirement Trust Fund	1,352,562	527,537.50	39.00%	825,024.50	973,095.41
Municipal Firemen's Retirement Trust Fund	1,464,990	307,486.43	20.99%	1,157,503.57	584,794.68
General Employees' Retirement Fund	2,700,196	879,901.77	32.59%	1,820,294.23	951,507.24
<b>Total All Funds</b>	<b>\$ 178,700,638</b>	<b>\$ 65,088,997.96</b>	<b>36.42%</b>	<b>\$ 113,611,640.04</b>	<b>\$ 4,911,557.87</b>

**CITY OF LEESBURG  
CASH AND INVESTMENTS BY FUND  
3/31/2015**

POOLED CASH & INVESTMENTS	TOTAL	GENERAL FUND	SPECIAL REVENUE FUNDS GROUP	DEBT SERVICE FUNDS	CAPITAL PROJECTS FUND	ELECTRIC UTILITY FUND	GAS UTILITY FUND	WATER UTILITY FUND	WASTEWATER TREATMENT FUND	COMMUNICATION SERV. FUND	SANITATION SERVICES FUND	STORM WATER FUND	AIRPORT FUND	BUILDING PERMITS FUND	INTERNAL SERVICE FUNDS GROUP
OPERATING CASH	\$ 60,031,423.48	\$ 12,967,993.13	\$ 3,727,640.65	\$ 689,822.29	\$ 8,259.89	\$ 12,110,756.73	\$ 4,968,015.18	\$ 5,436,398.46	\$ 4,828,302.54	\$ 742,329.23	\$ 1,621,308.29	\$ 2,244,046.19	\$ 478,150.22	\$ 68,542.84	\$ 10,139,857.84
RESTRICTED CASH															
CUSTOMER DEPOSITS	6,161,719.35					5,163,790.20	351,321.59	633,968.08	3,905.00	3,809.48	4,925.00				
RENEWL & REPLCMNT	11,328,546.02	571,306.19				2,330,976.11		2,103,014.53	4,244,622.01	459,906.24	540,000.00	762,217.98			316,502.96
BOND/NOTE SINKING FUND	3,378,856.61		557,305.55	32,130.00		1,599,433.26	76,446.44	625,601.97	429,272.46	58,666.93					
LONG TERM CARE	90,159.19														
INFRASTRUCTURE DEVELOPMENT	5,112,576.43					3,912,519.10	1,200,057.33				90,159.19				
SIGN GRANT & HUD SHIP	388,539.58	309,946.28	78,593.30												
HWY 441/27 CRA - INTR EARNED	32,548.49		32,548.49												
IMPACT FEES	763,203.80							244,771.48	518,432.32						
OTHER RESTRICTED CASH	3,232,000.00						32,000.00								
DEVELOPER CONTRIBUTIONS	4,687,226.14					4,570,860.40	116,365.74								
DEVELOPER INCENTIVES	251,479.40						251,479.40								
MAGNOLIA PROP DEBT SERV	1,954,770.00						1,954,770.00								
COLLEGE/RADIO ROAD															
RATE STABILIZATION	6,443,272.59					6,443,272.59									
SUBTOTAL OF RESTRICTED CASH	43,624,897.60	881,252.47	668,447.34	32,130.00		24,020,851.66	3,982,440.50	3,607,356.06	5,196,231.79	522,382.65	635,084.19	762,217.98			316,502.96
TOTAL POOLED CASH	\$103,856,321.08	\$ 13,849,245.60	\$ 4,396,087.99	\$ 721,952.29	\$ 8,259.89	\$ 36,131,608.39	\$ 8,950,455.68	\$ 9,043,754.52	\$ 10,024,534.33	\$ 1,264,711.88	\$ 2,256,392.48	\$ 3,006,264.17	\$ 478,150.22	\$ 68,542.84	\$ 10,456,360.80
NON-POOLED RESTRICTED CASH															
BOND PROCEEDS	3,631,458.66						639,463.08	2,991,995.58							
CASH WITH FISCAL AGENT	1,571,827.06			812,520.62			127,353.84	264,906.87	367,045.73						
DEPOSITORY TRUST ACCOUNT	332,038.87						332,038.87								
GIC - GE CAPITAL CORP	5,511,767.40		5,511,767.40												
DEP-WELLS FARGO	379,630.05		379,630.05												
SUBTOTAL NON-POOLED CASH	11,426,722.04		5,891,397.45	812,520.62			1,098,855.79	3,256,902.45	367,045.73						
TOTAL POOLED CASH AND INVEST	\$115,283,043.12	\$13,849,245.60	\$ 10,287,485.44	\$1,534,472.91	\$8,259.89	\$36,131,608.39	\$10,049,311.47	\$12,300,656.97	\$10,391,580.06	\$1,264,711.88	\$2,256,392.48	\$3,006,264.17	\$478,150.22	\$68,542.84	\$10,456,360.80

**INDIVIDUAL SPECIAL REVENUE FUNDS**

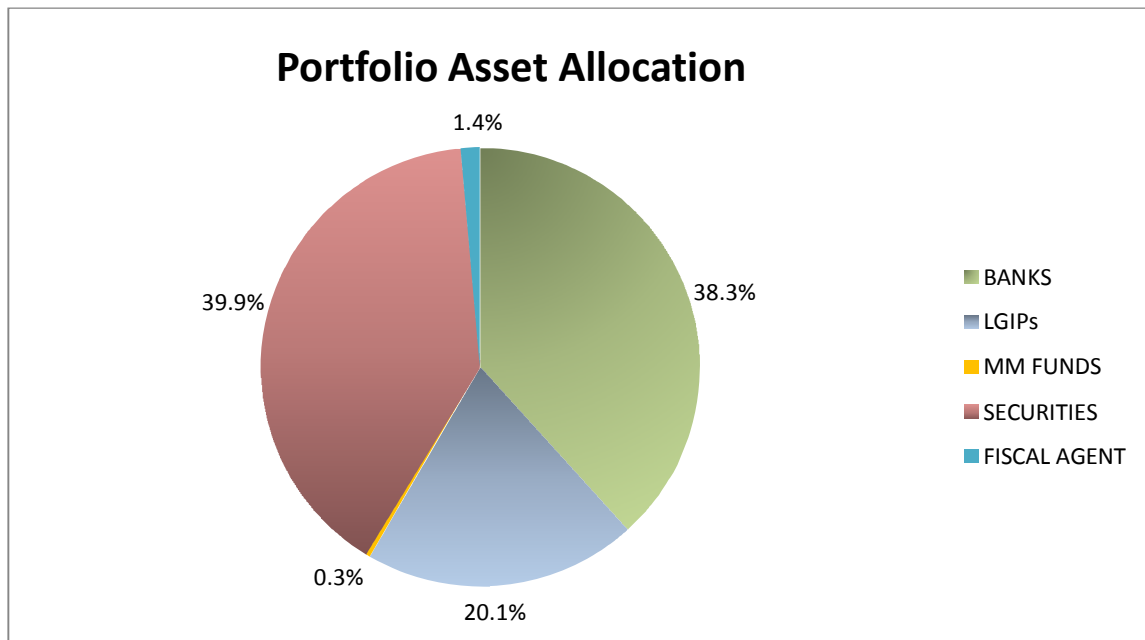
POOLED CASH & INVESTMENTS	SPECIAL REVENUE FUNDS TOTAL	HOUSING ASSISTANCE FUND	GREATER LEESBURG CRA FUND	CARVER HEIGHTS CRA FUND	HIGHWAY 441/27 CRA FUND	POLICE FORFEITURE FUND	POLICE EDUCATION FUND	DISCRETIONARY SALES TAX FUND	GAS TAX FUND	POLICE IMPACT FUND	FIRE IMPACT FUND	RECREATION IMPACT FUND
OPERATING CASH	\$ 3,727,640.65	\$ 347,829.82	\$ 1,347,220.41	\$ 78,996.02	\$ 1,271,662.03	\$ 54,664.54	\$ 14,911.18	\$ (117,740.98)	\$ 402,356.18	\$ 172,455.44	\$ (42,354.21)	\$ 197,640.22
RESTRICTED CASH												
HUD SHIP PROGRAM	4,245.25	4,245.25										
BOND/NOTE SINKING FUND	557,305.55		24,258.06	137,300.68	395,746.81							
SIGN GRANT	74,348.05		32,000.00		42,348.05							
HWY 441/27 CRA - INTR EARNED	32,548.49				32,548.49							
SUBTOTAL OF RESTRICTED CASH	\$ 664,202.09	\$ 4,245.25	\$ 56,258.06	\$ 137,300.68	\$ 470,643.35	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL POOLED CASH	\$ 4,396,087.99	\$ 352,075.07	\$ 1,403,478.47	\$ 216,296.70	\$ 1,742,305.38	\$ 54,664.54	\$ 14,911.18	\$ (117,740.98)	\$ 402,356.18	\$ 172,455.44	\$ (42,354.21)	\$ 197,640.22
NON-POOLED RESTRICTED CASH												
GIC - GE CAPITAL CORP	\$ 5,511,767.40				5,511,767.40							
DEP-WELLS FARGO	379,630.05			379,630.05								
SUBTOTAL NON-POOLED CASH	\$ 5,891,397.45			379,630.05	5,511,767.40							
TOTAL POOLED CASH AND INVEST	\$ 10,287,485.44	\$ 352,075.07	\$ 1,403,478.47	\$ 595,926.75	\$ 7,254,072.78	\$ 54,664.54	\$ 14,911.18	\$ (117,740.98)	\$ 402,356.18	\$ 172,455.44	\$ (42,354.21)	\$ 197,640.22

**INTERNAL SERVICE FUNDS**

POOLED CASH & INVESTMENTS	INTERNAL SERVICE FUNDS TOTAL	HEALTH INSURANCE FUND	WORKERS' COMPENSATION FUND	RISK MANAGEMENT FUND	FLEET MAINTENANCE FUND
OPERATING CASH	\$ 10,139,857.84	\$ 3,524,238.84	\$ 1,975,771.92	\$ 161,503.82	\$ 4,478,343.26
RESTRICTED CASH	316,502.96				316,502.96
SUBTOTAL OF RESTRICTED CASH	\$ 316,502.96	\$ -	\$ -	\$ -	\$ 316,502.96
TOTAL POOLED CASH	\$ 10,456,360.80	\$ 3,524,238.84	\$ 1,975,771.92	\$ 161,503.82	\$ 4,794,846.22
TOTAL POOLED CASH AND INVESTMENTS	\$ 10,456,360.80	\$ 3,524,238.84	\$ 1,975,771.92	\$ 161,503.82	\$ 4,794,846.22

**CITY OF LEESBURG  
INVESTMENT REPORT  
3/31/2015**

DESCRIPTION	BALANCE 3/31/2015
<b>BANK OPERATING AND SAVINGS ACCOUNTS</b>	
SunTrust Bank - Disbursement	\$8,161,413
TD Bank - Savings	16,957,283
TD Bank - CDs	6,000,000
BB & T Bank - CDs	13,000,000
	<u>\$44,118,696</u>
<b>LOCAL GOVERNMENT INVESTMENT POOLS</b>	
FLSAFE	21,617,343
ST of FL SBA	1,518,137
	<u>23,135,480</u>
<b>U S TREASURY MONEY MARKET FUND (FGU Deposit)</b>	332,039
<b>WELLS FARGO BANK (Carver Heights CRA)</b>	100,002
<b>US BANK (Fiscal Agent)</b>	1,571,827
<b>DAVIDSON FIXED INCOME MANAGEMENT (SECURITIES)</b>	34,500,000
<b>CHANDLER ASSET MANAGEMENT (SECURITIES)</b>	11,525,000
	<u>46,025,000</u>
<b>TOTAL INVESTMENTS (before market adjustment)</b>	<u>115,283,043</u>
<b>MARKET ADJUSTMENT</b>	<u>102,118</u>



**City Manager Contingency Budget FY 2015****001-1221-512-9990****\$100,000**

Sleepy Hollow Park Sign	001-5194-519-6310	(\$7,700)
Recreation Director Furniture and Blinds at Gymnasium	001-8125-572-5180	(\$1,962)
Evaluation of Homelessness	001-1221-512-3410	(\$1,000)
Christmas Lights	001-5193-519-5210	(\$5,000)
Clock Rehabilitation	001-5193-519-6310	(\$16,000)
Emergency Response Training	001-2220-522-5520	(\$7,665)
City Commission Chambers Chairs	001-1111-511-5180 & 4210	(\$5,442)

**City Manager Contingency Remaining Budget****\$55,231**